



Posted: Friday, May 06, 2011

NOTICE AND CALL OF THE REGULAR MEETING OF THE TRINIDAD CITY COUNCIL

The Trinidad City Council will hold its first regular monthly meeting on

WEDNESDAY, MAY 11, 2011 at 7:00 PM

in the Town Hall at 409 Trinity Street

No Closed Session

- I. **CALL TO ORDER/ROLL CALL**
- II. **PLEDGE OF ALLEGIANCE**
- III. **CLOSED SESSION** - *None Scheduled*
- IV. **APPROVAL OF AGENDA**
- V. **APPROVAL OF MINUTES** - April 13, 2011 cc
- VI. **COUNCIL MEMBER REPORTS, INCLUDING COMMITTEE ASSIGNMENTS**
- VII. **ORAL STAFF REPORTS** - Specific Department Reports, Planning Commission
- VIII. **ITEMS FROM THE FLOOR**
(Three (3) minute limit per Speaker unless Council approves request for extended time.)
- IX. **CONSENT AGENDA**
 1. Staff Activities Report through April 2011
 2. Financial Status Reports for March 2011
 3. Authorize the Mayor to execute Amendment No. 1 to the Memorandum of Agreement between the Rancheria and the City regarding administration of the Trinidad Pier Reconstruction Project.
 4. Authorize the Mayor to execute the amended Joint Powers Agreement with the PARSAC.
- X. **DISCUSSION/ACTION AGENDA ITEMS**
 1. Set Budget Study Session for Wednesday, May 25, 2011 at 7:00pm.
 2. Receive oral report from Marie Kelleher-Roy on invasive plant issues.
 3. Presentation/Report from Tony Smithers, Executive Director of Humboldt County Convention & Visitors Bureau on Tourism Business Improvement Districts.
 4. Direct staff to prepare an ordinance allowing two people from outside of the City limits to serve on the Planning Commission.
 5. Consider creation of a Trinidad Head Study Group to assist in developing plans for the management of Trinidad Head.
 6. Consider appointments to the Committee of the Council to Recognize Quality Community Design as discussed at the April 13, 2011 meeting.
- X. **COUNCIL, STAFF, or PUBLIC REQUESTS FOR FUTURE AGENDA ITEMS**
- XII. **ADJOURNMENT**

APPROVAL OF MINUTES FOR:

April 13, 2011 CC:

Supporting Documentation follows with: 5 PAGES

MINUTES OF THE REGULAR MEETING OF THE TRINIDAD CITY COUNCIL
WEDNESDAY, APRIL 14, 2011

I. CALL TO ORDER/ROLL CALL

- Mayor Bhardwaj called the meeting to order at 7:00PM. Council members in attendance: Morgan, Bhardwaj, Davies, Miller, Fulkerson.
- City Staff in attendance: City Attorney Paul Hagen, City Clerk Gabriel Adams, City Manager Karen Suiker, City Planner Trevor Parker.

II. PLEDGE OF ALLEGIANCE

III. ADJOURNMENT TO CLOSED SESSION – No closed session scheduled.

1. Government Code section 54956.8: Real Property negotiations regarding the Trinidad Library, located at 042-051-34, between the City of Trinidad through its City Council and/or City Attorney, and the Humboldt North Coast Land Trust, regarding the terms of a potential lease for the Trinidad Library.
2. Government Code section 54956.95: Liability Claims for Damages, etc. against the City of Trinidad, submitted by the following individuals: Tsurai Ancestral Society, Axel Lindgren III, Kelly Jean Lindgren, Christine Williams, Kris K.C. Lindgren, Tanna Lindgren-Tripp, Sarah Lindgren-Akana, George E. Nelson, Patricia Bailey, Gary Nelson, Parris Lindgren, Chet Jarboe.

IV. RECONVENE TO OPEN SESSION

- No final action to report. City Attorney Hagen was excused from the meeting prior to open session.

V. APPROVAL OF AGENDA

- *Motion (Fulkerson/Miller) to approve the agenda as submitted. **Passed unanimously.***

VI. APPROVAL OF MINUTES – February 09, 2011 cc, March 09, 2011 cc

- *Motion Miller/Davies to approve the minutes as amended. **Passed unanimously.***

VII. COMMISSIONERS REPORTS

Bhardwaj:

- **Indian Gaming Benefit Committee:** Grant proposals are being rated by the committee. Awards will be announced at an upcoming meeting.

Morgan: Nothing to report.

Fulkerson:

- **HTA** is seeking applications for Director position. Also, all the transit busses have been equipped with wireless internet.
- **RREDC:** Exploring ways of getting cash from local economy into banks.

Davies: Attended RCEA meeting.

VIII. STAFF REPORTS

Karen Suiker – City Manager

- Highlighted accomplishments listed in updated staff report. Thanked staff for assistance.

IX. ITEMS FROM THE FLOOR

Steve Ruth – Trinidad Resident

Permanent repair of the Van Wycke Trail should be approached considering erosion at shoreline.

Richard Johnson – Planning Commission Chairman

1 Vacancy on Planning Commission still. General Plan update still in progress. City should consider updating ordinance to allow additional outside-city residents to apply for Commission vacancies. Tsunami Siren connection and testing is in progress. Also, on Friday April 15 the Trinidad Rancheria is holding a Community Plan conference at the Tribal Meeting house at 9:00am.

Marie Garibedian – Trinidad

Announced Arts Trinidad events scheduled on the first Friday of every month from June – October. Asking businesses and residents to participate in the festivities.

Marie Kellher-Roy – Trinidad Area Resident

Invasive Plant group meeting April 23 to help educate the community on various targeted species.

Nandor Vadas – Trinidad

Organizing a neighborhood watch program in Trinidad. A public meeting was held in March to announce the program and solicit participation within the community. A contact list is being established to alert residents of emergencies when they occur. A proposal will be brought to the Council for installation of signs, and participating residents will be issued window stickers to promote the network.

Brad Twoomey – Trinidad

The Tsunami Sirens installed are nearly 35 years old, and may fail to operate. Also, proposed installation of fiber optic cable to Trinidad Head cellular facility could impact the look of the environment. Thanked TPW Director for calling the site meeting to review the proposed project in advance.

Stan Binnie – Trinidad

Asked about the status of the Gateway Project. Criticized TPW for overly-aggressive maintenance on Trinidad Head trails. Criticized AT&T for assuming they have a right to proceed with fiber optic cable installation on Trinidad Head.

City Manager Suiker explained that there was no permit issued to AT&T.

Kim Tays – Trinidad

Various criticisms of City staff regarding Encroachment Permit application that AT&T submitted for installation of fiber optic network up Trinidad Head. Read a prepared statement and quoted BLM transfer documents.

Cyndi Lindgren – Trinidad Area Resident

Met with AT&T on site and discussed their fiber optic installation proposal. Disappointed that they assumed that it was okay to proceed.

Mareva Russo – Trinidad

Lease on Trinidad Head with Verizon for cellular facility expires in 2017. Recommended a consultant who could assist the City in planning a transition to remove the facility.

X. CONSENT AGENDA

1. Staff Activities Report through April 2011
2. Financial Status Reports for March 2011
3. Living on Shaky Ground Presentation, Thursday, April 14, 2011
4. Proclamation 2011-03; Declaring May 2011 as National Bike Month.

Motion (Fulkerson/Miller) to approve the consent agenda as submitted. Passed unanimously.

XI. AGENDA ITEMS

1. Presentation and Acceptance of the FY2010 Annual Audit
City Manager Suiker explained that she was impressed with Auditor Ralph Marcello's depth and detail, and suggested renewing his contract for the upcoming fiscal year.

There was no public comment.

Motion (Fulkerson/Miller) to accept FY2010 Annual Audit and authorize the City Manager to review and implement management recommendations, and sign engagement letter on behalf of the City for FY2011 Audit Services. Passed unanimously.

2. Annual Public Hearing on Unmet Transit Needs

City Manager Suiker explained that Trinidad and all the cities in Humboldt County annually conduct a public hearing to assess the public's opinions regarding unmet transit needs. Members of the public are encouraged to testify and address unmet needs or their perception regarding improvements that would make the transit system more usable and accessible to the public

Public comment included:

John Webb – Trinidad Area Resident

There are many unmet transit needs. I would prefer to use public transportation considering the high gas prices, but the current schedule has many disadvantages: 1) There is no Sunday service, 2) the schedule does not encourage ridership from Trinidad because it takes way too long to get to Eureka, and 3) lack of transport North of Trinidad and East on 299.

Stan Binnie – Trinidad

There should be a smaller shuttle to get Trinidad residents quickly to McKinleyville where they can transfer to the main line.

Richard Johnson – Trinidad Area Resident

Reminded everyone that there are many open public meetings scheduled for unmet transit needs upcoming in other cities. He will pass on comments to HCAOG at the next meeting.

Melanie Johnson – District Coordinator for AARP Drivers Program

Encourage destination specific busses that serve seniors at least once a week.

Council comment included:

Davies, Fulkerson: Additional safe and secure bike locking stations would be useful for riders who don't take their bikes with them.

Public comments will be forwarded to HCAOG for consideration.

3. Discussion/Decision on Allocation of a portion of General Fund Revenues derived from Transient Occupancy Taxes for FY2010-2011.

City Manager Suiker explained that during preparation of the 2010-11 budget, proposals were solicited for funding efforts to increase tourism in the area. The source of funding represents a portion of the TOT, which is expected to generate about \$72,000 this fiscal year. Three funding proposals were received as follows:

- | | |
|--|---------------------|
| • Greater Trinidad Chamber of Commerce | \$9500 |
| • Trinidad Museum Society | 2% or other portion |
| • HCCVB | \$1500 |

Public comment included:

Dawne Davis – President, Trinidad Chamber of Commerce

In 2003 the City collected \$17,000 in TOT. At that time, the City allocated the Chamber \$3000 annually for tourism promotion efforts and has been doing so traditionally since the late 1990's. TOT revenue has steadily grown each year and is expected to reach \$72,000 this by the end of June 2011. However, the amount that the city budgets each year for tourism related efforts has not increased. The Chamber is requesting \$9500 this fiscal year to address a number of projects that have been deferred due to funding issues. Projects include signage along scenic drive, updated brochures, website expansion, promotion of new Trinidad events, Co-op advertising for business members, etc.

Richard Johnson: Trinidad Area Resident

Since the Chamber's request was made in early 2010, the city has a new park, wine tasting room, and a new spa location has opened. The Chamber is imperative to promoting Trinidad. The City benefits from increased business services, and the hospitality to visitors that they provide.

Steve Ruth – Trinidad

"Mugwhump". I want Trinidad all to myself. ☺

Council comments included:

Fulkerson: In favor of allocating a specific percentage for stability purposes. Also, a process should be developed that determines exactly who and what this money will be used for. If not, we will be at the mercy of everyone asking for funding. If city funds are being gifted to other agencies for spending, the city should micromanage the expenses somehow. I support allocating \$3,000 to Chamber for FY2010-2011.

Bhardwaj: The collapse of the State budget will no doubt require the city to be cautious with spending. I can support the full amount requested this year, but not an ongoing basis.

Morgan: I can support a percentage based allocation on an annual basis, but realize significant injections are needed from time-to-time. I support this one-time proposal for \$9,500.

Miller: I am impressed with the Chamber's enthusiasm and wish list. However, should be cautious and responsible with spending. Is it possible we meet them somewhere between \$3,000 – 9,500?

- a. *Motion (Fulkerson/Miller) to authorize expenditure of \$3,000 to Greater Trinidad Chamber of Commerce for FY2010-2011. **Passed unanimously.***
- b. *Motion (Miller/Fulkerson) to authorize an additional, one-time expenditure of \$6,500 to the Greater Trinidad Chamber of Commerce for FY2010-2011. The record will reflect that this decision does not set a precedent for an ongoing annual commitment. **Passed unanimously.***
- c. *Motion (Fulkerson/Miller) to authorize expenditure of \$1,500 to HCCVB and \$1,500 to Trinidad Museum for FY2010-2011. **Passed unanimously.***

4. Discussion/Decision to Consider Appointment to California Coastal Commission

The City Council received letters of request from Alex Stillman, Virginia Bass-Jackson, and Mark Lovelace asking for support in their candidacies for Coastal Commission.

Council comment included: **Morgan:** Supports all the candidates.

Public comment included:

Stan Binnie – Trinidad

Encouraged the Council to support Stillman and Lovelace. Read the Coastal Commission's mission statement.

*Motion (Fulkerson/Miller) to send letter support to Governor endorsing Mark Lovelace and Alex Stillman for Coastal Commission appointment. **Passed 5-0.***

5. Discussion/Decision on Committee to Recognize Quality Community Design

Councilmember Fulkerson explained the proposal that recognizes people who develop good design with physical space. No official nomination process, but opinions and suggestions for members are welcome.

*Motion (Miller/Bhardwaj) to establish a committee of the Council with the task of recognizing quality community design. Each Councilmember should enlist 1 committee nominee by the next meeting. **Passed unanimously.***

XII. COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

- Planning Commission Member, Trinidad Head Maintenance & Management Plan

XIII. ADJOURNMENT

- Meeting ended at 9:45pm.

Submitted by:

Gabriel Adams
City Clerk

Approved by:

Kathy Bhardwaj
Mayor



CONSENT AGENDA ITEM #1

SUPPORTING DOCUMENTATION FOLLOWS WITH: 5 PAGES

1. Staff Activities Report through April 2011



STAFF ACTIVITIES REPORT

Through April 2011

A Staff Activities Report is provided to the City Council on a monthly basis. Additions to the previous report will be indicated in **bold type face**. Old information will be left on this report for a period of time and then removed or updated.

City Administration:

1. **FY2011 Budget.** The FY2011 Budget was approved by the City Council on June 9, 2010. A budget amendment was approved by the City Council in September, 2010. **Work is underway on preparing the FY2012 budget and the council will be asked to set a study session for May 25 to discuss, hear public input and provide direction, with final adoption to be scheduled at the regular meeting in June, 2011.**
2. **Town Hall:** At an earlier council meeting staff referred the matter of town hall rental procedures to staff for a report to be brought back to the full Council. **Staff has so far been unable to devote attention to this project and it needs to be continued to a subsequent meeting.**
2. **On-Site Waste Water Treatment (OWTS) Ordinance.** The City Council adopted the Ordinance on December 10, 2008. In November, Planning Commission requested that a change in the OWTS Ordinance be made to make either the City Manager (administratively) or the City Council responsible for approving the implementation guidelines. An amendment to the Ordinance was prepared to shift this responsibility to the Council, and it was approved in March 2010. The Guidelines were adopted by the City Council at its November, 2010 meeting. The Council suggested another public education program be conducted to reacquaint residents with the ordinance prior to enforcement action. Streamline has a variety of materials already compiled.
3. **Tsunami Warning Signs.** Staff met with Dan Larkin (County), Royal McCarthy (CalTrans), Lori Dengler (HSU) and Michael Hostler (Rancheria) on placement of signage throughout the Trinidad area to advise residents and visitors as to tsunami warning zone locations. Signs have been ordered but are usually filled in blocks (serving multiple entities), and will be installed once received.
4. **Library Lease.** The City has been advised by its insurance carrier, the Public Agency Risk Sharing Authority, that they will not insure the City if the City enters into an agreement that transfers indemnity or obligations from a third party

(LACO) to the City, as is proposed by the draft lease prepared on behalf of the Humboldt North Coast Land Trust. A letter has been sent to the attorney representing the Land Trust reaffirming the City's intent to enter into a long term lease after the building is constructed, but advising that the City cannot assume such third party indemnification.

5. Water Rates. Staff has requested a proposal from Winzler & Kelly to conduct a rate analysis study that is anticipated to be followed by a proposed water rate adjustment in accordance with requirements as set forth in Proposition 218. This will be considered as part of the budget process.

PLANNING ISSUES

6. General Plan. The Planning Commission is back working on the Circulation Element, which is one of the more complex of the seven state required elements, and the fourth reviewed by the Planning Commission so far. There is no news to report on progress to the General Plan. **The Planning Commission has been holding special meetings to keep this moving forward.**
7. Accessory Dwelling Unit (ADU) Code. The ADU Ordinance is on the City's website as a downloadable document for public review and comment. The Ordinance was adopted by the City Council in August, 2010. Streamline is of the opinion this needs to be approved by the Coastal Commission and will become part of the zoning ordinance.
8. Vacation Units Regulations. The Citizens Advisory Committee on Vacation Dwelling Units was formed and held a total of eight meetings between January and May of 2010. The Committee completed its work and presented its findings and recommendations to the City Council in June of 2010. **The Planning Commission discussed the VDU ordinance again at the April 2011 meeting; however, there were several additional questions and proposed additions, and the matter was continued to the May meeting. Several questions have been forwarded to the City Attorney for his opinion. As a land use ordinance, this will need to be approved by the Coastal Commission, and it could be submitted in conjunction with the ADU ordinance.**

Status of Grant Funded Programs

1. Project Name: Gateway Project

Source of Funds: CA State Transportation Improvement \$145,000 and Federal High Risk Rural Roads \$360,000 with local Prop 1B funds for match (\$84,300).

Status: Environmental Complete, Design Complete. The Construction Authorization request has been submitted to Cal Trans. The Encroachment Permit was received in April. Staff completed and has obtained construction easements with adjacent property

owners and utility relocations with PG&E and AT&T. **Winzler & Kelly is finalizing the plans and specifications and the project is anticipated to be bid in the near future.**

2. Project Name: Town Hall Heating System
Source of Funds: Energy Efficiency Block Grant (\$25,000)

Status: All agreements for the energy block grant funds to replace the town hall's heating system are in now order and we are ready to proceed with this project, but may need to re-bid since initial bids are over one year old.

3. Project Name: Saunders Park Development
Source of Funds: State Park Bond Act (\$76,737) ; Z'Berg Harris (\$70,000) and local match (\$33,000)

Status: **With the exception of installation of donated benches, the project is complete. Council may wish to discuss a grand opening/ribbon cutting ceremony in order that the public is made aware of this recreation asset, and the bocce ball games can begin.**

4. Project Name: Turbidity Monitoring (SCADA upgrade)
Source of Funding: CA State Proposition (\$60,000)

Status: Letter of Commitment from State received in 2008. **Site visit with Department of Public Health took place in April.**

5. Project Name: Water Plant Improvement Project
Source of Funding: Safe Drinking Water Revolving Fund (undetermined amount)

Status: Application was submitted December 2009. **All agency comments have been addressed; waiting on letter of commitment from California Department of Public Health.**

6. Project Name: Luffenholtz Creek Sediment Reduction
Source of Funding: California Department of Public Health (\$1.875 million)

Status: Under review by State Department of Public Health. **Site visit took place in April, 2011.**

7. Project Name: Trinidad Pier Reconstruction (ASBS Project)
Source of Funding: CA State Proposition 84
Amount of Funding: \$2,500,000

Status: State announced in late April 2010 that bond funds have been raised and this project may proceed. The City Council approved a Resolution to allow the City Manager to negotiate the terms of the Agreement. **Staff continues to work on clarifying specific aspects of the Memorandum of Agreement with Rancheria and as of this writing it is hoped this will be presented to the Council at the May meeting.**

8. Project Name: Storm Water Management Improvement
Source of Funding: CA State Proposition 84 (\$2,500,000)

Status: State announced in late April 2010 that bond funds have been raised and this project may proceed. The City Council approved a Resolution to allow the City Manager to negotiate the terms of the Agreement. The City has now submitted the last of the required documents. The grant agreement is being negotiated and should be executed within the next six weeks.

9. Project Name: Trinidad to Humboldt Bay Coastal Watershed Program
Source of Funding: Department of Conservation Water Coordinator Grant

Status: **It is expected that the Department of Conservation will send the Watershed Coordinator Grant Agreement for \$293,910 in June, 2011.**

10. Project Name: Museum Access Road and Landscaping
Source of Funding: ARRA (Stimulus) \$186,000

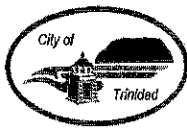
Status: **This project has been complete for some time and has thus not been included on previous status reports; however, the city has been advised that reimbursement if its expenditures from the federal government is being withheld pending resolution of a number of procedural and paperwork issues. Some of the paperwork cannot now be completed after the fact. This resolution is consuming significant staff effort and it is therefore appropriate to include on the active-project listing.**

Police Department

1. Staffing. Deputy Scott Hicks is the Sheriff's Office deputy for Trinidad. For the winter months, his normal work days will be Tuesday through Friday (10-hour days). Roving patrol from the Sheriff's office occurs at other times.
2. Law Enforcement Agreement: The contract with the Sheriff's Office became effective on June 30, 2010, and automatically renewed for six months on January 1, 2011. **Council will be asked to consider a long term arrangement before the expiration on June 30, 2011.**

Public Works Department

1. Streets Maintenance. In January, staff replaced all of the deteriorated and faded stop signs in Trinidad.
2. Axel Lindgren Memorial Trail. Public Works will soon be performing repairs and maintenance on this trail weather permitting, using wood generously donated by the Lindgren family.
3. Van Wycke Trail. The Trail has been temporarily closed due to continued land slide that is damaging the Trail and creating an unsafe condition the trail. **Winzler & Kelly has completed a feasibility analysis for a long-term repair of the trail, presenting five different repair options ranging from \$120,000 to \$240,000 in cost. This is proposed to be referred to the budget process for further discussion/consideration.**
4. Water Treatment Improvements. Staff continues efforts on obtaining data to determine the backwash sediment load and potentially reduce disinfection by-product pre-cursors in our source water utilizing current treatment techniques. This data is expected to be helpful when funding for the Water Plant Improvement Project is granted. This is expected to take several months.
5. Emergency/Disaster Response Plan. Staff is working on development of a plan to address water system emergencies.



CONSENT AGENDA ITEM #2

SUPPORTING DOCUMENTATION FOLLOWS WITH: 9 PAGES

2. Financial Status Reports for March 2011

City of Trinidad
Statement of Revenues and Expenditures
From 3/1/2011 Through 3/31/2011

	Current Month	Year to Date	Total Budget - Original	% of Budget
Revenue				
41010	PROPERTY TAX - SECURED	0.00	37,804.38	110,000.00 (65.63)%
41020	PROPERTY TAX - UNSECURED	0.00	3,056.80	0.00 0.00%
41040	PROPERTY TAX-PRIOR UNSECURED	0.00	46.38	0.00 0.00%
41050	PROPERTY TAX - CURRENT SUPPL	0.00	(85.91)	0.00 0.00%
41060	PROPERTY TAX-PRIOR SUPPL	0.00	116.71	0.00 0.00%
41071	MOTOR VEHICLES	0.00	2,078.52	0.00 0.00%
41072	PROP TX - BOOKING FEES	0.00	380.22	0.00 0.00%
41090	REAL PROPERTY TRANSFER TAX	0.00	333.85	0.00 0.00%
41110	PROPERTY TAX EXEMPTION	0.00	635.12	0.00 0.00%
41130	PUBLIC SAFETY 1/2 CENT	0.00	660.50	0.00 0.00%
41190	PROPERTY TAX ADMINISTRATION FE	0.00	(1,778.09)	0.00 0.00%
41200	LAFCO Charge	0.00	(493.12)	0.00 0.00%
41210	IN-LIEU SALES & USE TAX	0.00	13,628.93	0.00 0.00%
41220	IN LIEU VLF	0.00	12,917.50	0.00 0.00%
42000	SALES & USE TAX	13,610.12	108,484.25	220,000.00 (50.69)%
43000	TRANSIENT LODGING TAX	225.00	45,764.48	72,000.00 (36.44)%
46000	GRANT INCOME	20,000.00	20,000.00	0.00 0.00%
47310	VEHICLE LICENSE COLLECTION	0.00	243.91	0.00 0.00%
47350	MOTOR VEHICLE LICENSE FEE GAP	105.34	239.45	0.00 0.00%
49080	MOTOR VEHICLE FINES	0.00	0.00	1,000.00 100.00%
53010	COPY MACHINE FEE	0.00	16.00	100.00 (84.00)%
53020	INTEREST INCOME	7,681.48	28,851.77	35,000.00 (17.57)%
53090	OTHER MISCELLANEOUS INCOME	410.17	3,093.81	0.00 0.00%
54020	PLANNER- APPLICATION PROCESSIN	750.00	5,701.75	10,000.00 (42.98)%
54040	ENGINEER-APPLICATION PROCESSIN	0.00	0.00	500.00 100.00%
54050	BLDG. INSP-APPLICATION PROCESSI	154.98	9,045.22	5,000.00 80.90%
54100	ANIMAL LICENSE FEES	0.00	29.00	200.00 (85.50)%
54130	FARMERS MARKET BUSINESS LICENS	0.00	210.00	0.00 0.00%
54140	ZONING & SUBDIVISION FEES	0.00	10.00	0.00 0.00%
54150	BUSINESS LICENSE TAX	20.00	5,055.00	12,000.00 (57.88)%
54300	ENCROACHMENT PERMIT FEES	0.00	210.00	400.00 (47.50)%
56150	FRANCHISE FEES	0.00	0.00	6,000.00 100.00%
56400	RENT - VERIZON	1,668.52	13,041.74	18,000.00 (27.55)%
56500	RENT - HARBOR LEASE	0.00	0.00	5,000.00 100.00%
56650	RENT - SUDDENLINK	0.00	2,981.75	0.00 0.00%
56700	RENT - TOWN HALL	245.00	4,920.00	10,000.00 (50.80)%
56800	RENT - MISC	0.00	0.00	500.00 100.00%
58100	CEMETERY PLOT SALES	100.00	100.00	0.00 0.00%
59999	INTERDEPARTMENTAL TRANSFER INC	0.00	0.00	52,000.00 100.00%
	Total Revenue	44,970.61	317,299.92	557,700.00 (43.11)%

City of Trinidad
Statement of Revenues and Expenditures
201 - GFAdmin
From 3/1/2011 Through 3/31/2011

		Current Month	Year to Date	Total Budget - Original	% of Budget
Expense					
60900	HONORARIUMS	250.00	2,000.00	3,000.00	33.33%
61000	EMPLOYEE GROSS WAGE	4,927.14	41,638.70	47,545.00	12.42%
61470	FRINGE BENEFITS	23.08	6,177.00	0.00	0.00%
65000	EMPLOYEE TAXES, INSUR & BENEFIT	0.00	0.00	26,247.00	100.00%
65100	DEFERRED RETIREMENT	205.34	5,924.79	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	306.05	5,614.65	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	613.75	0.00	0.00%
65400	UNEMPLOYMENT COMPENSATION	0.00	2,111.47	0.00	0.00%
65500	EMPLOYEE MILEAGE REIMBURSEMENT	70.00	917.00	1,200.00	23.58%
65600	PAYROLL TAX	394.04	4,016.78	4,721.00	14.92%
68100	FIDELITY BOND	0.00	700.00	700.00	0.00%
68200	INSURANCE - LIABILITY	0.00	5,443.00	5,443.00	0.00%
68300	PROPERTY & CASUALTY	0.00	4,397.00	5,350.00	17.81%
71100	ATTORNEY-MEETINGS	4,325.00	14,950.00	24,000.00	37.71%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	8,212.50	0.00	0.00%
71130	ATTORNEY-LITIGATION	0.00	0.00	10,000.00	100.00%
71210	CITY ENGINEER-ADMIN. TASKS	766.50	3,670.75	6,000.00	38.82%
71220	CITY ENG-APPLICATION PROCESS	0.00	0.00	2,000.00	100.00%
71300	CITY PLANNER-MEETINGS	1,206.00	3,331.25	2,000.00	(66.56)%
71310	CITY PLANNER-ADMIN. TASKS	2,525.00	7,014.80	6,000.00	(16.91)%
71320	CITY PLANNER-APPL. PROCESS	2,430.00	5,310.00	8,000.00	33.63%
71330	CITY PLANNER-ENFORCEMENT	24.00	192.00	0.00	0.00%
71340	CITY PLANNER - SPECIAL PROJECT	1,407.00	4,185.00	12,000.00	65.13%
71410	BLDG INSPECTOR-ADMIN TASKS	(278.00)	408.75	0.00	0.00%
71420	BLDG INSPECTOR-PERMIT PROCESS	245.00	1,329.00	0.00	0.00%
71430	BLDG INSPECTOR-ENFORCEMENT	0.85	593.85	5,000.00	88.12%
71510	ACCOUNTANT-ADMIN TASKS	291.55	12,921.17	18,000.00	28.22%
71620	AUDITOR-FINANCIAL REPORTS	0.00	11,044.00	10,000.00	(10.44)%
72000	CHAMBER OF COMMERCE	0.00	0.00	30,000.00	100.00%
75110	FINANCIAL ADVISOR/TECH SUPPORT	225.00	940.69	1,000.00	5.93%
75120	WASTE RECYCLING PICKUP/DISPOSAL	0.00	1,040.00	0.00	0.00%
75160	LIBRARY RENT & LOCAL CONTRIB.	0.00	0.00	4,000.00	100.00%
75170	RENT	0.00	0.00	7,800.00	100.00%
75180	UTILITIES	165.25	2,621.93	4,000.00	34.45%
75190	DUES & MEMBERSHIP	0.00	247.00	2,000.00	87.65%
75200	MUNICIPAL/UPDATE EXPENSE	0.00	1,031.97	5,000.00	79.36%
75220	OFFICE SUPPLIES & EXPENSE	154.27	2,738.13	4,500.00	39.15%
75240	BANK CHARGES	0.00	72.80	0.00	0.00%
75300	CONTRACTED SERVICES	0.00	4,200.08	0.00	0.00%
75990	MISCELLANEOUS EXPENSE	0.00	1,027.00	1,000.00	(2.70)%
76110	TELEPHONE	211.98	1,267.47	3,000.00	57.75%
76130	CABLE & INTERNET SERVICE	160.95	1,497.26	1,500.00	0.18%
76150	TRAVEL	0.00	0.00	1,500.00	100.00%
78160	BUILDING REPAIRS & MAINTENANCE	806.93	2,494.05	1,000.00	(149.41)%
78190	MATERIALS, SUPPLIES & EQUIPMENT	425.06	3,340.44	5,000.00	33.19%
92200	UNREALIZED INVEST. GAINS/LOSSES	2,602.85	13,065.18	0.00	0.00%
	Total Expense	23,870.84	188,301.21	268,506.00	29.87%

City of Trinidad
Statement of Revenues and Expenditures
301 - Police
From 3/1/2011 Through 3/31/2011

		Current Month	Year to Date	Total Budget - Original	% of Budget
	Expense				
61000	EMPLOYEE GROSS WAGE	788.55	14,759.88	23,231.00	36.46%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	980.00	100.00%
65100	DEFERRED RETIREMENT	0.00	248.43	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	(720.00)	(586.30)	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	614.51	0.00	0.00%
65400	UNEMPLOYMENT COMPENSATION	1,913.00	2,777.53	0.00	0.00%
65600	PAYROLL TAX	60.42	1,171.72	2,371.00	50.58%
71510	ACCOUNTANT-ADMIN TASKS	249.90	4,197.97	0.00	0.00%
71620	AUDITOR-FINANCIAL REPORTS	0.00	792.00	0.00	0.00%
75170	RENT	1,300.00	10,400.00	7,800.00	(33.33)%
75180	UTILITIES	326.09	2,019.40	1,200.00	(68.28)%
75220	OFFICE SUPPLIES & EXPENSE	139.94	245.44	2,400.00	89.77%
75300	CONTRACTED SERVICES	44,512.10	44,512.10	80,000.00	44.36%
75350	ANIMAL CONTROL	113.00	1,017.00	1,350.00	24.67%
75380	INVESTIGATION	35.00	105.00	0.00	0.00%
76110	TELEPHONE	79.09	710.19	1,800.00	60.55%
76130	CABLE & INTERNET SERVICE	0.00	174.76	0.00	0.00%
78150	VEHICLE REPAIRS	0.00	60.00	0.00	0.00%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	36.00	0.00	0.00%
78180	OTHER REPAIR & MAINTENANCE	0.00	0.00	500.00	100.00%
85000	CAPITAL OUTLAY	0.00	2,791.75	3,000.00	6.94%
	Total Expense	48,797.09	86,047.38	124,632.00	30.96%

City of Trinidad
Statement of Revenues and Expenditures
401 - Fire
From 3/1/2011 Through 3/31/2011

		Current Month	Year to Date	Total Budget - Original	% of Budget
	Expense				
60900	HONORARIUMS	150.00	1,200.00	1,800.00	33.33%
75110	FINANCIAL ADVISOR/TECH SUPPORT	0.00	90.00	0.00	0.00%
75180	UTILITIES	32.76	504.30	600.00	15.95%
75190	DUES & MEMBERSHIP	0.00	10.00	0.00	0.00%
75260	BACKGROUNDS / EDUCATION	0.00	0.00	1,000.00	100.00%
75300	CONTRACTED SERVICES	0.00	123.00	5,700.00	97.84%
76110	TELEPHONE	7.16	145.45	100.00	(45.45)%
76140	RADIO & DISPATCH	0.00	0.00	1,000.00	100.00%
78140	VEHICLE FUEL & OIL	0.00	151.22	750.00	79.84%
78150	VEHICLE REPAIRS	0.00	0.00	3,000.00	100.00%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	202.71	500.00	59.46%
78180	OTHER REPAIR & MAINTENANCE	0.00	0.00	1,500.00	100.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	445.56	4,564.12	7,500.00	39.15%
85000	CAPITAL OUTLAY	0.00	0.00	10,000.00	100.00%
90000	Capital Reserves	0.00	0.00	20,000.00	100.00%
	Total Expense	635.48	6,990.80	53,450.00	86.92%

City of Trinidad
Statement of Revenues and Expenditures
501 - PW (Public Works)
From 3/1/2011 Through 3/31/2011

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
Expense					
61000	EMPLOYEE GROSS WAGE	2,214.29	22,383.40	37,072.00	39.62%
65000	EMPLOYEE TAXES, INSUR & BENEFIT	0.00	0.00	15,145.00	100.00%
65100	DEFERRED RETIREMENT	174.75	1,949.72	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	1,330.46	8,729.61	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	614.51	0.00	0.00%
65600	PAYROLL TAX	203.93	1,906.18	2,560.00	25.54%
71510	ACCOUNTANT-ADMIN TASKS	0.00	942.64	0.00	0.00%
75300	CONTRACTED SERVICES	0.00	0.00	1,000.00	100.00%
78100	STREET MAINT/REPAIR/SANITATION	(42.77)	11,877.10	24,000.00	50.51%
78110	Street Safety Improvements	0.00	1,320.47	12,000.00	89.00%
78120	STREET LIGHTING	279.40	2,767.02	4,000.00	30.82%
78125	Street Lighting - Improvements	0.00	0.00	15,000.00	100.00%
78130	TRAIL MAINTENANCE	0.00	17,671.15	22,200.00	20.40%
78140	VEHICLE FUEL & OIL	0.00	1,768.29	3,000.00	41.06%
78150	VEHICLE REPAIRS	0.00	1,120.72	0.00	0.00%
78180	OTHER REPAIR & MAINTENANCE	0.00	43.29	0.00	0.00%
78190	MATERIALS, SUPPLIES & EQUIPMENT	(59.52)	1,489.17	2,500.00	40.43%
78200	EQUIPMENT REPAIRS & MAINTENANCE	66.13	283.52	0.00	0.00%
79150	WATER LINE REPAIR	0.00	32.42	0.00	0.00%
	Total Expense	<u>4,166.67</u>	<u>74,899.21</u>	<u>138,477.00</u>	<u>45.91%</u>

City of Trinidad
Statement of Revenues and Expenditures
601 - Water
From 3/1/2011 Through 3/31/2011

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
Revenue					
53020	INTEREST INCOME	0.00	0.00	30,000.00	(100.00)%
53080	OTHER FEES FOR SERVICE	0.00	90.00	0.00	0.00%
53090	OTHER MISCELLANEOUS INCOME	0.00	817.50	0.00	0.00%
57100	WATER SALES	0.00	145,674.39	214,600.00	(32.12)%
57300	NEW WATER HOOK UPS	0.00	4,500.00	9,000.00	(50.00)%
57500	WATER A/R PENALTIES	0.00	5,706.79	4,000.00	42.67%
	Total Revenue	0.00	156,788.68	257,600.00	(39.13)%
Expense					
61000	EMPLOYEE GROSS WAGE	5,679.45	57,051.45	85,050.00	32.92%
61250	OVERTIME	882.78	882.78	0.00	0.00%
61470	FRINGE BENEFITS	0.00	0.00	0.00	0.00%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	40,022.00	100.00%
65100	DEFERRED RETIREMENT	596.91	6,236.27	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	2,619.89	20,900.78	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	1,843.53	0.00	0.00%
65600	PAYROLL TAX	513.30	4,922.07	7,352.00	33.05%
68200	INSURANCE - LIABILITY	0.00	4,000.00	4,000.00	0.00%
68300	PROPERTY & CASUALTY	0.00	2,250.00	3,231.00	30.36%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	0.00	3,000.00	100.00%
71160	ACCOUNTING	0.00	0.00	0.00	0.00%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	5,146.50	41,000.00	87.45%
71510	ACCOUNTANT-ADMIN TASKS	291.55	5,344.31	14,000.00	61.83%
71610	AUDITOR-ADMINISTRATIVE TASKS	0.00	0.00	8,000.00	100.00%
71620	AUDITOR-FINANCIAL REPORTS	0.00	9,064.00	0.00	0.00%
72100	BAD DEBTS	0.00	94.46	0.00	0.00%
75110	FINANCIAL ADVISOR/TECH SUPPORT	0.00	0.00	0.00	0.00%
75180	UTILITIES	(559.65)	7,899.52	14,000.00	43.57%
75190	DUES & MEMBERSHIP	150.00	643.04	1,000.00	35.70%
75220	OFFICE SUPPLIES & EXPENSE	452.00	1,490.73	2,000.00	25.46%
75230	INTEREST EXPENSE	736.47	1,935.43	1,050.00	(84.33)%
75240	BANK CHARGES	0.00	5.00	0.00	0.00%
75990	MISCELLANEOUS EXPENSE	0.00	116.81	0.00	0.00%
76100	TELEPHONE & COMMUNICATIONS	0.00	49.00	1,500.00	96.73%
76110	TELEPHONE	69.50	734.03	0.00	0.00%
76130	CABLE & INTERNET SERVICE	49.00	392.00	0.00	0.00%
76160	LICENSES & FEES	113.60	2,314.77	0.00	0.00%
78140	VEHICLE FUEL & OIL	513.05	1,598.97	3,000.00	46.70%
78150	VEHICLE REPAIRS	0.00	36.79	1,500.00	97.55%
78160	BUILDING REPAIRS & MAINTENANCE	(22.87)	1,399.12	1,000.00	(39.91)%
78170	SECURITY SYSTEM	0.00	207.00	1,000.00	79.30%
78190	MATERIALS, SUPPLIES & EQUIPMEN	46.08	4,626.45	5,000.00	7.47%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	297.83	0.00	0.00%
79100	WATER LAB FEES	(205.00)	2,592.01	4,000.00	35.20%
79110	WATER LINES/METERS	0.00	9.31	0.00	0.00%
79120	WATER PLANT CHEMICALS	1,550.00	9,893.57	14,000.00	29.33%
79130	WATER LINE HOOK-UPS	0.00	0.00	4,000.00	100.00%
79150	WATER LINE REPAIR	(14.39)	12,965.93	18,000.00	27.97%
79160	WATER PLANT REPAIR	443.37	7,127.06	10,000.00	28.73%
	Total Expense	13,905.04	174,070.52	286,705.00	39.29%

City of Trinidad
Statement of Revenues and Expenditures
601 - Water
From 3/1/2011 Through 3/31/2011

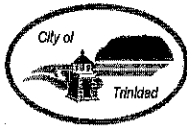
	Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
Net Income	<u>(13,905.04)</u>	<u>(17,281.84)</u>	<u>(29,105.00)</u>	<u>(40.62)%</u>

City of Trinidad
Statement of Revenues and Expenditures
701 - Cemetery
From 3/1/2011 Through 3/31/2011

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
53020	INTEREST INCOME	0.00	0.00	5,000.00	(100.00)%
58100	CEMETERY PLOT SALES	0.00	7,615.00	8,000.00	(4.81)%
	Total Revenue	<u>0.00</u>	<u>7,615.00</u>	<u>13,000.00</u>	<u>(41.42)%</u>
	Expense				
61000	EMPLOYEE GROSS WAGE	583.86	6,026.86	6,841.00	11.90%
61250	OVERTIME	0.00	0.00	0.00	0.00%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	2,946.00	100.00%
65100	DEFERRED RETIREMENT	52.72	514.61	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	319.60	2,103.96	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	189.08	0.00	0.00%
65600	PAYROLL TAX	55.42	506.93	885.00	42.72%
68200	INSURANCE - LIABILITY	0.00	500.00	500.00	0.00%
75300	CONTRACTED SERVICES	0.00	0.00	500.00	100.00%
78180	OTHER REPAIR & MAINTENENCE	(105.02)	(105.02)	500.00	121.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	18.02	198.83	0.00	0.00%
	Total Expense	<u>924.60</u>	<u>9,935.25</u>	<u>12,172.00</u>	<u>18.38%</u>
	Net Income	<u>(924.60)</u>	<u>(2,320.25)</u>	<u>828.00</u>	<u>(380.22)%</u>

City of Trinidad
Statement of Revenues and Expenditures
204 - IWM
From 3/1/2011 Through 3/31/2011

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
Revenue					
46000	GRANT INCOME	0.00	720.00	5,000.00	(85.60)%
47600	BLUE BAG SALES	296.00	2,586.00	2,000.00	29.30%
47650	RECYCLING REVENUE	6,641.12	23,760.02	23,000.00	3.30%
	Total Revenue	6,937.12	27,066.02	30,000.00	(9.78)%
Expense					
61000	EMPLOYEE GROSS WAGE	926.10	9,278.16	11,291.00	17.83%
61250	OVERTIME	0.00	0.00	0.00	0.00%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	5,060.00	100.00%
65100	DEFERRED RETIREMENT	93.79	904.74	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	380.85	2,799.35	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	283.62	0.00	0.00%
65600	PAYROLL TAX	84.78	785.77	1,151.00	31.73%
75120	WASTE RECYCLING PICKUP/DISPOSA	1,360.00	9,200.00	12,000.00	23.33%
75140	BLUE BAG PURCHASES	0.00	2,370.00	2,500.00	5.20%
78100	STREET MAINT/REPAIR/SANITATION	404.50	4,743.71	0.00	0.00%
78210	Advertising Outreach & Project	0.00	405.47	2,500.00	83.78%
	Total Expense	3,250.02	30,770.82	34,502.00	10.81%
	Net Income	3,687.10	(3,704.80)	(4,502.00)	(17.71)%



CONSENT AGENDA ITEM #3

SUPPORTING DOCUMENTATION FOLLOWS WITH: 3 PAGES

3. Authorize the Mayor to execute Amendment No. 1 to the Memorandum of Agreement between the Rancheria and the City regarding administration of the Trinidad Pier Reconstruction Project.

AMENDMENT NO. 1 TO MEMORANDUM OF AGREEMENT, EXECUTED
FEBRUARY, 2011, BETWEEN THE CHER-AE HEIGHTS INDIAN COMMUNITY
OF THE TRINIDAD RANCHERIA AND THE CITY OF TRINIDAD

This Amendment No. 1 is made and entered into this ___ day of May, 2011, by and between the CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA ("Trinidad Rancheria" or "Rancheria"), and the CITY OF TRINIDAD ("City").

RECITALS

WHEREAS, the Memorandum of Agreement ("MOA") identifies and sets forth the joint and individual responsibility of the Trinidad Rancheria and the City in the administration of the State Water Resources Control Board ("SWRCB"), Proposition 84 Areas of Special Biological Significance Grant Program for the Trinidad Pier Reconstruction Project ("Project").

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged the parties hereby agree as follows:

1. The parties agree to amend section 7 of the MOA to insert the following sentence at the end of the paragraph:

The Rancheria shall maintain fiscal control and accounting procedures sufficient to permit the tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this MOA, and shall maintain separate Project accounts in accordance with generally accepted accounting principles.

2. The parties agree to amend section 12 of MOA to add "or any amendment thereto" after MOA in the first clause of the first sentence.

3. The parties agree to insert the following new section 13 to the MOA:

13. Subject to Section 12 of this MOA, the Trinidad Rancheria agrees to indemnify, defend and hold harmless the City against any loss or liability arising out of any claim or action brought against the City from and against any and all losses, claims, damages, liabilities or expenses, of any kind arising out of the actions or omissions of the Trinidad Rancheria, its employees, officers, and agents in connection with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this MOA or any related document; (3) any violation of any applicable law, rule or regulations, any

environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resources Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code, section 13304, and any successors to said laws); or (4) any untrue statement or alleged untrue statements of any material fact or omission made by the Trinidad Rancheria in connection with any of the transactions contemplated by this MOA. The Trinidad Rancheria, or its insurers shall have the right and opportunity to defend any claim or cause of action described herein, but shall be under no obligation to do so.

4. The parties agree to insert the following new section 14 to the MOA:

14. The Trinidad Rancheria agrees the City, the State Water Board, the Bureau of State Audits, the Governor of the State, or the Internal Revenue Service, or any authorized representative of the foregoing shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Rancheria's obligations under this MOA. In the event that the California Division of Financial Assistance (Division) determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements and the Division calls for an audit of financial information relative to the Project, the Trinidad Rancheria shall cause a certified public accountant, who is independent of the Trinidad Rancheria, to perform an audit in the form required by the Division. The Trinidad Rancheria shall maintain financial information relative to the Project for a possible audit for a minimum of thirty-five (35) years after the final Project payment is made from the State Water Board to the City, unless the Trinidad Rancheria stipulates to a longer record retention period. Upon reasonable notice, the Trinidad Rancheria agrees to allow the auditor(s), and other above referenced state and federal offices and agencies, the access to such records during normal business hours and to allow the auditors to interview employees regarding their knowledge of such documents.

5. The parties agree to insert the following new section 15 to the MOA:

15. Upon reasonable notice, the Trinidad Rancheria shall provide the City, the State Water Board, the Bureau of State Audits, and any authorized representatives of the foregoing, suitable access to the Project site at all reasonable times during Project implementation and thereafter for the term of this MOA to ascertain compliance with this MOA and its goals.

6. The parties agree to insert the following new section 16 to the MOA:

16. The Trinidad Rancheria agrees to maintain and operate the facilities and structures constructed or improved as part of the Project throughout the life of the project and to assume the operations and maintenance costs, consistent with the purposes for which the Grant Agreement was made. The Rancheria assumes all

operations and maintenance costs of the facilities and structures and the Rancheria may only be excused from such costs upon the prior written agreement of the City. The Rancheria further agrees that, except as provided in this MOA, it will not abandon, substantially discontinue use of the facilities and structures constructed or improved as part of the Project or any significant part or portion thereof during the useful life of the Project, and said obligation shall not be extinguished by the lease or sale of said facilities or structures.

7. The parties agree to insert the following new section 17 to the MOA:

17. Throughout the life of the Project, the Trinidad Rancheria shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this MOA, unless such structures have been leased or disposed of in accordance with this MOA and the lessee or owner of such facilities provides and maintains insurance in satisfaction of the insurance requirements in this section. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without 30 days prior written notice to the City. In the event of any damage or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system.

8. The parties agree to insert the following new section 18 to the MOA:

18. The parties to this MOA do not create rights in, or grant remedies to, any third party as a beneficiary of this MOA, or of any duty, covenant, obligation or undertaking established herein.

9. This Amendment No. 1 constitutes the entire modification to the MOA, and except as provided herein, all terms and conditions of the MOA shall remain unchanged.

10. Once executed by both parties, this Amendment No. 1 shall be effective as of the date first written above.

Approval Recommended:

TRINIDAD RANCHERIA

CITY OF TRINIDAD

Garth Sundberg, Chairman
Trinidad Rancheria

Kathy Bhardwaj, Mayor
City of Trinidad

Date

Date



CONSENT AGENDA ITEM #4

SUPPORTING DOCUMENTATION FOLLOWS WITH: 36 PAGES

4. Authorize the Mayor to execute the amended Joint Powers Agreement with the PARSAC.

PARSAC
JOINT POWERS AGREEMENT

Revised & Adopted ~~December 2, 2010~~ May 26, 2011

**Public Agency Risk Sharing
Authority of California**

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

JOINT POWERS AGREEMENT

THIS AGREEMENT is made in the State of California by and among those municipalities organized and existing under the laws of the State of California, hereinafter referred to as "Member Entity[ies]," which are parties signatory to this Agreement. All such Member Entities are listed in Appendix "A", which is attached hereto and made a part hereof.

RECITALS

A. California Government Code Section 6500 and following permits two or more public agencies by agreement to jointly exercise any power common to the contracting parties.

B. California Government Code Section 990.4 permits a local public entity to self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these;

C. California Government Code Section 990.6 provides that the cost of insurance provided by a local public entity is a proper charge against that local public entity;

D. California Government Code Section 990.8 permits two or more local entities to, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and provides that such pooling of self-insured claims or losses does not constitute the business of insurance under the California Insurance Code;

E. California Labor Code Section 3700© permits all political subdivisions of the State of California, including each member of a pooling arrangement under a joint exercise of powers agreement to self-insure against workers' compensation claims by securing a certificate of consent from the Department of Industrial Relations;

F. Each of the Member Entities, which is a party to this Agreement, desires to join with the other Member Entities to fund programs of insurance for workers' compensation, liability, property and other coverages to be determined and for other purposes set forth in Article III of this Agreement;

G. The governing body of each Member Entity has determined that it is in its own best interest and in the public interest that this Agreement be executed and that it participate as a member of the Public Agency Risk Sharing Authority of California [PARSAC] created by this Agreement; and

H. As of the effective date of this Agreement, this Agreement shall replace and supersede the Joint Powers Agreement Creating the Public Agency Risk Sharing Authority of California, dated May 21, 1986, as amended on November 20, 1987, July 1, 1989, and November 19, 1993, May 31, 1996, December 13, 2002, December 12, 2003, May 20, 2005, and May 31, 2007.

Now, therefore, in consideration of the above facts and the mutual benefits, promises and agreements set forth below, the Member Entities hereby agree as follows:

AGREEMENT

ARTICLE I DEFINITIONS

The following terms shall have the following definitions:

- A. **"Agreement"** shall mean this Revised and Restated Joint Powers Agreement creating the Public Agency Risk Sharing Authority of California [PARSAC].
- B. **"Alternate"** shall mean the person designated by the Member Entity to act as a director of PARSAC in the absence of the Director. The Alternate shall have the same responsibility, power and authority as the Director when acting in the Director's stead.
- C. **"Board"** or **"Board of Directors"** shall mean the governing body of PARSAC.
- D. **"Bylaws"** shall mean the Bylaws of PARSAC, revised as of May 27, 2010, and as they may be further amended or revised.
- E. **"Claims"** shall mean any demand[s] made against a Member Entity to recover for monetary damages within, or alleged to be within, the scope of coverage provided by any of PARSAC's Memoranda of Coverage [or any commercial insurance policy related to a PARSAC Program].
- F. **"PARSAC"** shall mean the Public Agency Risk Sharing Authority of California created by this Agreement.
- G. **"Covered Loss"** shall mean any loss resulting from a claim or claims against a Member Entity which is in excess of its Self-Insured Retention and which is covered by any of PARSAC's Memoranda of Coverage [or insurance policy related to a PARSAC Program].
- H. **"Deposit Premium"** shall mean the estimated amount determined for each Member Entity necessary to fund each layer of coverage for each Policy Year of each Program of PARSAC.

I. **"Executive Committee"** shall mean that committee of the Board, constituted and exercising the authority set forth in this Agreement and in the Bylaws.

J. **"Fiscal Year"** shall mean the period of time ending on June 30 of each year during which PARSAC is in existence.

K. **"Incurred Loss"** shall mean the amount of monies paid and reserved by PARSAC to investigate, defend and satisfy a demand or demands made against a Member Entity.

L. **"Insurance"** shall mean commercial insurance policies which PARSAC may purchase for its Member Entities, from time to time, in order to effect a transfer of risk. The term "Insurance" shall not mean any self-insurance, risk-sharing or pooling of losses or risks.

M. **"Liability Program Participant"** shall refer only to members of PARSAC that have been approved and are in good standing to participate in the Liability Program

N. **"Member Entity"** shall mean any California ~~municipality~~ public entity which is a party signatory to this Agreement including any other agency for which the City Council sits as the Governing board.

O. **"Memorandum of Coverage"** shall mean the document or documents issued by PARSAC specifying the type and amount of coverages provided under any Program to the Member Entities by PARSAC.

P. **"MunicipalityPublic Entity"** shall mean ~~an incorporated General Law City, defined by California Government Code Section 34102, or a Charter City, defined by California Government Code Section 34101~~ a county, city, whether general law or chartered, city and county, town, district, political subdivision, joint powers authority, or any board, commission, or agency thereof providing a municipal service, excluding school districts.

Q. **"Program Year"** shall mean a period of time, usually 12 months, for which each

Program is to determine Deposit Premiums, Retrospective Premiums, and Retrospective Premium Adjustments.

R. **"Program"** shall mean arrangements to cover specific types of claims which may include, but not be limited to, property, workers' compensation, and comprehensive liability claims.

S. **"Retrospective Premium"** shall mean, the amount determined retrospectively as each Member Entity's share of losses, reserves, expenses and interest income as may be determined periodically for any Program.

T. **"Retrospective Premium Adjustment"** shall mean the amount necessary to periodically adjust the Deposit Premium, or prior Retrospective Premiums if any, to the newly calculated Retrospective Premium amount.

U. **"Self-Insured Retention"** or **"SIR"** shall mean the amount of loss from each occurrence which the Member Entity shall retain and pay directly and which shall not be shared by the Member Entities of PARSAC.

V. **"Workers' Compensation Program Participant"** shall refer only to members of PARSAC that have been approved and are in good standing to participate in the Workers' Compensation Program.

W. **"Group Purchase Programs"** shall mean coverage programs provided by insurance policies where there is no self-insurance, risk sharing or pooling.

ARTICLE II PARTIES TO THE AGREEMENT

Each Member Entity is a party to this Agreement and agrees that it intends to, and does contract with, all other parties who are signatories of this Agreement and with such other parties as

may later be added. Each Member Entity also agrees that the expulsion or withdrawal of any Member Entity from this Agreement shall not affect this Agreement nor the remaining parties as to the other Member Entities then remaining.

ARTICLE III PURPOSES

This Agreement is entered into by the Member Entities in order to:

- A. Create the Public Agency Risk Sharing Authority of California to carry out the purposes listed below and to exercise the powers contained in this Agreement;
- B. Develop effective risk management programs to reduce the amount and frequency of their losses;
- C. Share some portion, or all, of the cost of their losses;
- D. Jointly purchase commercial insurance, associate with other risk-sharing pools, or self-insure against risks;
- E. Jointly purchase administrative and other services including, but not limited to, underwriting, risk management, loss prevention, claims adjusting, data processing, brokerage, accounting and legal services when related to any of the other purposes;
- F. Provide other joint powers risk sharing authorities with management services; and
- G. Do all things necessary to carry out the foregoing purposes, as well as all things necessary, to implement the terms of this Agreement as permitted by law.

ARTICLE IV CREATION OF THE PUBLIC AGENCY

RISK SHARING AUTHORITY OF CALIFORNIA

Pursuant to the California Government Code, the Member Entities hereby agree to continue in existence a public entity, separate and apart from the parties to this Agreement, to be known as the Public Agency Risk Sharing Authority of California ["PARSAC"]. The debts, liabilities or obligations of PARSAC shall not constitute debts, liabilities or obligations of any party to this Agreement. However, a Member Entity may separately contract for, or assume responsibility for, specific debts, liabilities or obligations of PARSAC.

ARTICLE V TERM OF AGREEMENT

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated in accordance with Article XXVI.

ARTICLE VI POWERS OF PARSAC

PARSAC shall have the powers common to its Member Entities in California and all additional powers permitted to a joint powers authority by California law, and the parties hereby authorize PARSAC to do all acts necessary to exercise such powers to fulfill the purposes of this Agreement including, but not limited to, the following:

- A. Make and enter into contracts;
- B. Incur debts, liabilities and obligations;
- C. Acquire, hold, lease or dispose of real and personal property, contributions and donations of property, funds, services and other forms of assistance;

- D. Sue and be sued in its own name and settle any claim against it;
- E. Employ agents and employees;
- F. Acquire, construct, manage, maintain or operate buildings, works or improvements;
- G. Receive, collect, and disburse monies; and invest money not required for immediate necessities; and
- H. Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement.

ARTICLE VII RESPONSIBILITIES OF MEMBER ENTITIES

Each member entity shall:

- A. Sign this Agreement and its legally enacted amendments and participate in PARSAC's Liability Program and/or Workers' Compensation Program;
- B. Sign a Membership Resolution for each Program;
- C. Pay Deposit Premiums, Retrospective Premium Adjustments, and any Special Assessments to PARSAC on or before the due date;
- D. Appoint, elect or remove representatives to serve as director and alternate on the Board, which representatives are expressly authorized to act on behalf of the Member Entity on all matters coming before the Board;
- E. Assure that its representative director or alternate attends at least one meeting of the Board annually;
- F. Assure that its representative director and alternate keep informed about PARSAC's activities and assist them in doing so;

G. Approve Amendments to this Agreement as set forth in Article XXIX; provided, however, the Member Entity may, by resolution or ordinance, authorize its director and alternate on the Board to approve and execute amendments on behalf of the Member Entity without the necessity of a resolution or ordinance of the legislative body of the Member Entity confirming or ratifying such amendment.

H. File, in a prompt and timely manner, all statewide, county, and locally-mandated reports and filings, including but not limited to the Fair Political Practices Commission's Statement of Economic Interests;

I. Undertake an annual risk management audit of its facilities and activities, conducted by a person and/or firm approved by PARSAC's Executive Committee and, based upon such audit report, to evidence correction, elimination and/or clarification of all noted deficiencies or audit recommended corrections to the satisfaction of PARSAC's Executive Committee. Risk management audits may be required by the Executive Committee more frequently than annually. Risk management audits may be paid by PARSAC and charged back to Member Entities as part of the Retrospective Premium Adjustment;

J. Provide PARSAC with a copy of its most recent audited annual financial statements prepared by a Certified Public Accountant; or, if not available, provide PARSAC with the most recent set of unaudited monthly financial statements, and any other financial material as may be requested by PARSAC from time to time;

K. Cooperate with, communicate and assist in a timely manner, PARSAC and any insurer, claims adjuster, legal counsel or other service provider engaged or retained by PARSAC in all matters relating to this Agreement;

L. Promptly cooperate with PARSAC to determine and/or clarify any incidents which

might become losses, the cause of any and all actual losses, and methods to bring about settlement of claims;

M. Comply with its obligations and responsibilities under this Agreement, the Bylaws, the Memoranda of Coverage, the Risk Management Standards, PARSAC's policies and procedures, and any other contract or requirement [as any of the foregoing may be created or amended] necessary to implement this Agreement or any Program;

N. Pay any fines or penalties assessed by the Office of Benefits, Assistance and Enforcement (OBAE) that are attributable to the Member Entity's failure to perform in accordance with self-insurance regulations or comply with the provisions of this Agreement. The Member Entity may file a written request for a conference with the Administrative Director of Self-Insurance Plans should it wish to contest any assessments; and

O. Use an Executive Committee-approved third-party claims administrator for claims handling, under such circumstances as the Board of Directors may require.

Failure to comply with any of the obligations under this section may be grounds for expulsion pursuant to Article XXIV of this Agreement.

ARTICLE VIII BOARD OF DIRECTORS

Except as otherwise provided in this Agreement or in the Bylaws, the powers of PARSAC shall be exercised, its property shall be controlled, and its affairs shall be conducted by its Board of Directors whose meetings, functions and activities shall be governed by the Bylaws.

The Board shall be composed of one director who represents and acts on behalf of each respective Member Entity which participates in PARSAC's Liability and/or Workers' Compensation

Program. The number of persons on the Board shall be equal to the number of Member Entities. In addition, each Member Entity shall appoint a second individual as alternate director, who shall have the authority to attend, participate in, and vote at any meeting of the Board when the respective director is absent. Each director and alternate director shall be an elected official or employee of the respective Member Entity, shall be appointed by the respective Member Entity's governing body, and shall serve at its pleasure. If a director or alternate ceases to be an employee or elected official of a Member Entity for any reason, his or her position on the Board and any of its committees shall immediately terminate.

The Board of Directors shall have the following powers and functions:

A. The Board shall exercise all powers and conduct all business of PARSAC, either directly or by delegation of authority to other bodies or persons pursuant to this Agreement and applicable law;

B. The Board shall form an Executive Committee from its membership. In the Bylaws the Board shall delegate to that Committee such powers as it sees fit;

C. The Board may form such other committees as it deems appropriate in conducting PARSAC's business;

D. The Board shall elect PARSAC's officers;

E. The Board shall cause to be prepared and adopt PARSAC's annual operating budget;

F. The Board shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each of PARSAC's Programs, including all provisions for reinsurance and administrative services necessary to carry out such Program;

G. The Board shall contract or otherwise provide for necessary services to PARSAC and to Member Entities. These necessary services may include, but shall not be limited to, risk

management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services;

H. The Board, either directly or through the Executive Committee, shall provide policy direction to PARSAC's General Manager;

I. The Board shall receive and act upon reports of its committees and the General Manager, either directly or through the Executive Committee;

J. The Board shall establish monetary limits upon any delegation of the claims payment and settlement authority, beyond which a proposed settlement must be referred to the Board for approval;

K. The Board may require that PARSAC review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any Member Entity insofar as those functions are affecting PARSAC's liability or potential liability. The Board may forward any or all such recommendations to the Member Entity with a request for compliance and a statement of potential consequences for noncompliance;

L. The Board shall receive, review and act upon periodic reports and audits of PARSAC's funds;

M. The Board may amend, repeal or adopt new Bylaws, this Agreement or other key documents;

N. The Board may increase, decrease, or otherwise amend the coverages, limits and other terms of any Memorandum of Coverage;

O. The Board shall approve any proposal by the Executive Committee for Special Assessments from the Member Entities before such Special Assessments are billed;

P. The Board may expel a Member Entity from any Program or from membership in

PARSAC pursuant to Article XXIV of this Agreement;

Q. The Board may ratify actions of the Executive Committee, where such ratification is required before the action becomes final;

R. The Board may enter into a joint venture or contractual arrangement with any similar entity and may also enter into a merger or acquisition agreement with a similar entity, provided that if PARSAC is not the surviving entity in any such merger or acquisition, such action shall require approval by the vote of three-fourths of the Member Entities; and

S. The Board shall have such other powers and functions as are provided for in this Agreement, the Bylaws, and applicable law.

ARTICLE IX OFFICERS

The officers of PARSAC shall be the President, Vice President, Treasurer, and Auditor/Controller, and their qualifications and duties shall be those set forth in the Bylaws.

ARTICLE X EXECUTIVE COMMITTEE

There shall be an Executive Committee, all of whose members shall be directors. The Executive Committee shall set policy for and direct the administration of PARSAC on a day-to-day basis and may, without limitation, provide incentives and impose penalties, financial or otherwise, for performing or failing to perform in conformance with PARSAC requirements, programs, standards and policies. The composition, specific authority and meeting arrangements of the Executive Committee shall be set forth in the Bylaws.

**ARTICLE XI
WORKERS' COMPENSATION SUBCOMMITTEE**

The Workers' Compensation Program Subcommittee shall oversee the operational activities of the Program and serve as an advisory committee to the Executive Committee and the Board of Directors as necessary. The composition and meeting arrangements of the Subcommittee shall be set forth in the Bylaws.

**ARTICLE XII
ADMINISTRATION**

PARSAC shall have a general manager, who shall be appointed or terminated by the Executive Committee, shall be responsible to the Executive Committee for the efficient and effective administration of PARSAC, and who shall serve as the Secretary of PARSAC. The General Manager shall attend all meetings of the Board, the Executive Committee, and other committees of the Board (but shall have no vote), shall prepare and maintain all minutes of meetings of the Board and its Committees, notices of meetings, and records of PARSAC, and shall carry out all duties set forth in the Bylaws.

**ARTICLE XIII
BUDGET**

The Executive Committee shall recommend and the Board shall adopt an annual operating budget prior to the beginning of each Fiscal Year.

**ARTICLE XIV
ANNUAL AUDITS AND REVIEWS**

A. **Financial Audit.** The Auditor/Controller shall cause an annual financial audit of the accounts and records to be prepared by a Certified Public Accountant in compliance with California Government Code Sections 6505 and 6505.5 or 6505.6 with respect to all receipts, disbursements, other transactions and entries into the books of PARSAC. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code Section 26909 and shall conform to generally accepted accounting standards. A report of each such audit shall be filed as a public record with the Board, each of the Member Entities, and the auditor/controller of the county in which PARSAC's administrative office is located. The report shall be filed within twelve [12] months of the end of the fiscal year under examination. PARSAC shall pay all costs for such financial audits.

B. **Actuarial Review.** The Board shall cause an annual actuarial review to be prepared for each of the Programs of PARSAC and a report of such actuarial review shall be made available for inspection by the Board and the Member Entities. PARSAC shall pay all costs for such actuarial review.

C. **Claims Audit.** The Board shall cause a biannual claims audit of the administration of the claims for each of the Programs of PARSAC. A report of such claims review shall be made available for inspection by the Board and the Member Entities. PARSAC shall pay all costs of such claims reviews.

**ARTICLE XV
ESTABLISHMENT AND ADMINISTRATION OF FUNDS**

PARSAC shall be responsible for the strict accountability of all funds and the reporting of all receipts and disbursements in accordance with generally accepted accounting principles. It will comply with all provisions of law relating to this subject, including California Government Code Sections 6500-6525.

The Treasurer of PARSAC shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board. Separate accounts shall be established and maintained for each Program Year of each Program of PARSAC. Books and records of PARSAC in the hands of the Treasurer or other designated person shall be open to inspection at all reasonable times by members of the Board or authorized representatives of the Member Entities.

The Treasurer shall have the custody of and disburse PARSAC's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board to perform that function provided that, pursuant to Government Code Section 6505.5, the Treasurer shall:

- A. Receive and acknowledge receipt of all funds of PARSAC and place them in the treasury to the credit of PARSAC;
- B. Be responsible upon his or her official bond for the safekeeping and disbursement of PARSAC's funds so held by him or her;
- C. Pay any sums due from PARSAC as approved for payment by the Board or by any body or person to whom the Board has delegated approval authority, making such payments from PARSAC's funds upon warrants drawn by the Auditor;
- D. Verify and report in writing to PARSAC and to Member Entities, as of the first day of each quarter of the fiscal year, the amount of money then held for PARSAC, the amount of receipts since the last report, and the amount paid out since the last report;
- E. Prepare a complete written report of all financial activities within one hundred and

twenty [120] days after the close of each fiscal year for such fiscal year to the Board and to each Member Entity; and

F. Receive, invest, and disburse funds in accordance with the procedures established by the Board or the Bylaws and in conformity with applicable law.

Pursuant to Government Code Section 6505.1, the General Manager, the Treasurer, and such other persons as the Board may designate shall have charge of, handle, and have access to PARSAC's property.

PARSAC shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in form specified by the Board, covering all officers and employees of PARSAC who are authorized to hold or disburse PARSAC's funds and all officers and employees who are authorized to have charge of, handle, and have access to PARSAC's property.

The Authority shall defend and indemnify its directors, officers, and employees to the same extent as any other public entity of the State of California is obliged to defend and indemnify its public employees pursuant to California Government Code Section 825, *et seq.*, or other applicable provisions of law.

The Authority may insure or self-insure itself to the extent deemed necessary by the Board against loss, liability and claims arising out of or connected to the conduct of the Authority's activities.

ARTICLE XVI SUPPORT OF PARSAC'S GENERAL EXPENSES

Costs of staffing and supporting PARSAC [hereinafter called PARSAC's general expenses]

shall be equitably allocated among the various Programs by the Board, and shall be funded by the Member Entities which participate in such Programs [and ex-Member Entities] in accordance with such allocations.

ARTICLE XVII DEPOSIT PREMIUMS

The Deposit Premiums for the Liability and Workers' Compensation Programs shall be set at a level estimated to be sufficient, as determined by the Executive Committee, to cover PARSAC's budget for each Policy year. The Deposit Premiums for the Member Entities shall be set by PARSAC using various rating and underwriting criteria, such as:

- [1] The Member Entity's payroll;
- [2] The Member Entity's exposure base;
- [3] The results of an on-site underwriting inspection;
- [4] The Member Entity's prior claims history;
- [5] Total insurable values; and/or
- [6] Employee classification ratings.

Deposit Premiums for the Liability, Workers' Compensation, and Group Purchase Programs shall be billed to the Member Entities.

At the conclusion of each Program Year, PARSAC shall conduct a payroll audit of each Member Entity to adjust for any discrepancies between estimated and actual payroll. In the sole discretion of PARSAC, an on-site payroll audit may be conducted by PARSAC or an independent auditor. Any adjustments in payrolls, either debits or credits, shall result in an

assessment of additional premiums or a return of overpaid premiums. This adjustment shall be made within sixty (60) days after the date of the audit.

ARTICLE XVIII PARSAC MEMBERSHIP

Member Entities shall participate in PARSAC's Liability Program and/or Workers' Compensation Program as a condition of membership in PARSAC. Participation in either Program shall be a minimum of three years and the Term shall be renewed for subsequent one-year periods at the commencement of each Program Year upon payment of the applicable Deposit Premium, unless termination, withdrawal, or expulsion occurs pursuant to Articles XXIII and XXIV of this Agreement. The Executive Committee shall establish the initial SIR for each Liability or Workers' Compensation Program Participant and may require a different SIR for Program Participants from time to time, in its sole discretion.

Program Years shall begin on July 1 of each year and shall continue through the following June 30. Retroactive coverage may be provided as approved by the Board and documented on the Declaration Page of the respective Memorandum of Coverage.

ARTICLE XIX MEMORANDA OF COVERAGE

The types and amounts of coverage for each Program available to Member Entities shall be specified in a Memorandum of Coverage which shall be issued by PARSAC to each Member Entity for each Program Year in which the Member Entity has coverage. The Board shall have the power and authority to decrease, increase, or amend the coverage provided by a Memorandum of

Coverage. If any such amendment is approved by the Board during a Program Year, no Member Entity participating in that Program Year shall be entitled to withdraw by reason of any said amendment prior to the termination of that Program Year.

ARTICLE XX

SIR MANDATORY RESERVES/PAYMENTS

A Member Entity participating in the Liability Program must establish by resolution a "Fund Balance Reserve" ("Reserve") equal to three times (3) the designated SIR, or any underlying insurance deductible chosen, and approved for the Member Entity by PARSAC. The Reserve will be recorded and maintained in the appropriate Member Entity Fund in accordance with Generally Acceptable Accounting Principles.

PARSAC will be notified of any proposed adjustment to the Reserve prior to the Member Entity's adoption of such a resolution.

PARSAC may request certification, by the Member Entity, of the balance in the Reserve account at any time.

Applicants establishing coverage with PARSAC shall be required to submit the "Fund Balance Reserve Resolution" prior to coverage inception.

Any Member Entity which does not desire to establish a local Fund Balance Reserve at the required three-times its SIR, or underlying insurance deductible amount, may contract for an actuarial study of its losses and reserves by a Fellow of the Casualty Actuary Society (FCAS) to ascertain and represent to PARSAC adequate below SIR Reserves. Such below SIR amount shall be established as the correct Reserve for that Member Entity.

Although not obligated to do so, PARSAC may elect to pay a portion of claims expenses

before the Member Entity's self-insured retention has been exhausted in order to expedite the resolution of a claim. In this event, the member will be invoiced and shall have 30 days from the date of invoice to remit reimbursement. A 10% penalty shall be applied to the balance if payment is not received by the due date.

The claims payment procedures for members participating in the Workers' Compensation Program with a self-insured retention are as follows:

1. The Member Entity shall set up a checking account with the Third Party Administrator (TPA). The TPA shall pay all claim expenses within the Member's Entity's self-insured retention from the checking account. The Member Entity shall be responsible for ensuring sufficient funds are available for all costs related to the checking account, including any set-up fees charged by the TPA; or
2. PARSAC shall pay all claim expenses within the Member Entity's self-insured retention, which shall be reconciled and invoiced to the Member Entity quarterly. The Member Entity shall have 30 days from the date of invoice to submit its self-insured retention payment. A 10% penalty shall be applied to the balance if payment is not received by the due date. This option is available to Member Entities with an SIR of \$100,000 or lower.

ARTICLE XXI RETROSPECTIVE PREMIUM ADJUSTMENTS AND ASSESSMENTS

Retrospective Premium Adjustments (RPA) for self-funded Programs shall be calculated annually as determined by each Program's funding policy. The Board may determine and levy special assessments on Member Entities by majority vote.

The RPA is a financial reconciliation made by PARSAC to determine whether the Deposit Premium collected for that Policy Year was sufficient to cover the costs. A RPA summary is presented annually to the Board for approval. Distribution of credits or collection of assessments will follow each Program's funding policy.

If a Member Entity has timely withdrawn or been expelled from a Program, any Retrospective Premium Adjustment credit shall remain with PARSAC until all Policy Year(s) in which they participated have been closed and reconciled. Any Retrospective Premium Adjustment deficit shall be billed to the Member Entity at the time that particular Policy Years(s) is being reconciled. If a withdrawn or expelled member's total equity for all program years in which they participated is insufficient, the member will be billed at the time the deficit is identified. A member that has untimely withdrawn from a program foregoes their right to any remaining equity and is subject to assessment for any deficits.

ARTICLE XXII NEW MEMBERS

Any California ~~municipality~~ public entity as defined in Article I may apply for membership in PARSAC and participation in any of PARSAC's Programs at any time. ~~Municipalities~~ Public Entities must participate in either the Liability or Workers' Compensation program before participating in other Program offerings.

PARSAC shall review all requests for Program membership, and the Executive Committee shall approve and the Board shall ratify, which applicants shall be accepted for membership, in which Programs they may participate, and when such participation shall begin. ~~Municipalities~~ Public Entities shall become new Member Entities as of the effective date of coverage indicated on

the Program Declarations Page and upon payment of the Deposit Premium. Municipalities which are in the process of incorporation shall be covered only as of the effective date of incorporation.

Deposit Premiums for coverage which begins during a Program Year may be prorated for the remainder of the Program Year. A ~~Municipality~~Public Entity applying for membership in the Workers' Compensation or Liability Program shall complete, return and comply with all of the following:

- A. An "Application for a Certificate of Consent to Self-Insure" from the Department of Industrial Relations/Division of Self-Insurance Plans (DIR/SIP) (Workers' Compensation only);
- B. Loss reports for the five (5) most recent policy years;
- C. Estimated payroll for the current year;
- D. Liability Exposure questionnaire from PARSAC, questionnaires from the excess carrier or reinsurer, and most recent three years' audited financial statements;
- E. Undertake a risk management audit of its facilities and activities and, based upon such audit report, provide evidence of correction, elimination and/or clarification of all noted deficiencies revealed by such inspection; and
- F. Such other information as is reasonably required by PARSAC to assure compliance with law and PARSAC policies.

ARTICLE XXIII WITHDRAWAL

Any Member Entity who has been a member for at least three full fiscal years may withdraw from its status as a member and as a party to the Joint Powers Agreement by submitting notice in writing to PARSAC as follows:

- A. Timely Notice of Withdrawal. A withdrawing Member Entity must notify PARSAC of its intention to withdraw at least six (6) months prior to the end of the fiscal year in which the member intends to withdraw, unless a shorter withdrawal period is approved by the Executive Committee, in its sole discretion. Withdrawing members who submit Timely Notice shall be subject to an administrative fee equal to their pro-rata share of ongoing expenses for the three program years following withdrawal. Ongoing expenses include but are not limited to staff payroll and benefits, actuarial services, investment services, financial audits, and claims administration.

Calculation and Payment of Fee. The administrative fee shall be calculated based on the member's actual payroll and self-insured retention level in the last year in which the member participated. In year one, 100% of the administrative fee will be charged to the member; 50% in year two; and 25% in year three. The administrative fees and any deficits will be deducted from the withdrawing member's equity. Should equity be insufficient to cover the deficit, the member will be subject to assessment. The withdrawing member's equity will remain with PARSAC until all years in which the member has participated are closed. Any equity remaining after all years have closed will be returned to the withdrawn member.

- B. Untimely Notice of Withdrawal. Members submitting a notice of intent to withdraw less than six (6) months prior to the end of the fiscal year in which the member intends to withdraw shall be considered untimely. In the event of an untimely notice of intent to withdraw, the withdrawing member shall forego their right to any remaining equity. The withdrawn member shall remain subject to assessments if equity is insufficient to cover

costs for those years in which they participated.

Withdrawal from the Liability or Workers Compensation Program shall terminate coverage under that Program. If withdrawal would result in the Member Entity no longer being a member of either the Liability or the Workers Compensation Program, then such withdrawal shall constitute withdrawal from this Agreement and from membership in PARSAC, subject to the ex-Member Entity's continuing obligations under Article XXV below.

A notice of intent to withdraw may be rescinded in writing with Executive Committee consent at any time earlier than ninety (90) days before the expiration of the withdrawal period, except that any withdrawal approved by the Executive Committee upon less than 6 months notice shall be final.

Any Member Entity which withdraws as a participant in any Program may renew participation in that Program by complying with all Program rules and regulations.

ARTICLE XXIV EXPULSION

Regardless of its three-year commitment under the Liability and/or Workers' Compensation Program, a Member Entity may be expelled from PARSAC or a Program either with or without cause. The General Manager shall review any lack of satisfactory performance or other problem with the Member Entity and shall attempt to resolve the matter. If the General Manager determines that the Member Entity is unwilling or unable to correct the problem, the General Manager shall present the matter to the Executive Committee. The Executive Committee may recommend to the Board that the Member Entity be expelled, either with or without cause. Action by the Board shall require the vote of a majority of the total number of directors. Expelled members are subject to the administrative fee for a timely withdrawal as described in Article XXIII, Paragraph A.

A. **Expulsion Without Cause.** The Executive Committee may decide to recommend that a Member Entity be expelled without cause [for no stated cause]. Written notice of the Executive Committee's recommendation for expulsion shall be delivered to the Member Entity with return receipt at least fourteen [14] days before the Board meeting at which the matter will be discussed.

B. **Expulsion for Cause.** If the Executive Committee's recommendation is to expel a Member Entity for cause, the Board shall appoint a hearing officer to conduct a hearing on the matter, and the hearing officer shall be responsible for all notices, procedures and reports in connection with the hearing. Written notice of the date, time and place of the hearing, along with a summary of the reasons supporting the expulsion for cause shall be delivered with return receipt to the Member Entity at least fourteen [14] days before the hearing. The notice shall also include any guidelines concerning the procedures to be followed at the hearing. The hearing officer shall preside at the hearing and shall be responsible for the conduct of the hearing and all rulings on procedure, evidence and law during the hearing. Both the Member Entity and PARSAC shall be represented by

legal counsel at the hearing. Both parties may present written and oral evidence. A transcript of the proceedings shall be kept, either by a court reporter or by a good quality tape recorder, a written transcription of which may be prepared at the requesting party's expense. Within thirty [30] days after the hearing is declared closed by the hearing officer, he or she shall prepare written rulings of fact and law, with a recommendation for further action by the Board, and shall deliver the decision to the Member Entity and PARSAC. Within thirty [30] days after receipt of the hearing officer's decision, the Board shall consider and act on the hearing officer's recommendation. The Board shall permit the Member Entity to present a written response to the hearing officer's recommendations. The Board's decision shall be final, and if it decides to expel the Member Entity, it shall also state the effective date on which coverage terminates.

C. **Opportunity to Remedy.** In considering the expulsion of a Member Entity, the Executive Committee shall allow the affected Member Entity a reasonable opportunity to address and remedy the reasons, if any, for the proposed expulsion. The period of time so allowed shall be within the sole discretion of the Executive Committee. If such a reasonable opportunity is allowed, PARSAC may require quarterly audits to monitor the affected Member Entity's remedial actions or any other conditions to its continued participation in PARSAC or its Programs.

D. **Alternative Coverage.** A Member Entity which is the subject of a proposed expulsion shall be responsible for investigating the availability of alternate coverage. On the request of the Member Entity, the Board may permit the Member Entity a reasonable time to make arrangements for alternative coverage, but such period of time shall be at the Board's sole discretion.

ARTICLE XXV EFFECT OF WITHDRAWAL OR EXPULSION

ON MEMBER ENTITY'S RESPONSIBILITIES

The withdrawal or expulsion of any Member Entity after its participation in any Program shall not terminate its responsibility with respect to the following:

A. Provide PARSAC with such statistical and loss experience data and other information as may be necessary for PARSAC to carry out the purposes of this Agreement;

B. Pay to PARSAC when due any Deposit Premiums or Retrospective Premium Adjustments for each Policy Year of each Program in which it participated;

C. Cooperate fully with PARSAC in determining the cause of losses in the settlement of claims;

D. Cooperate with and assist PARSAC and any insurer, claims adjuster, legal counsel or other service provider engaged or retained by PARSAC in all matters relating to this Agreement ; and

E. Comply with the Bylaws and all policies and procedures of PARSAC not inconsistent with the provisions of this Agreement and not inconsistent with its withdrawal from PARSAC.

Disposition of Equity – Timely Withdrawal or Expulsion. In addition, PARSAC shall retain all remaining equity, and the ex-Member Entity is obligated to pay any future assessments made with respect to the Policy Years of any Program in which it participated, until all such Policy Year[s] have been closed, at which time PARSAC shall refund to the ex-Member Entity, less the administrative fee charged per Article XXIII, Paragraph A, any remaining equity which was not expended in settling, paying or otherwise resolving claims against the ex-Member Entity.

Disposition of Equity – Untimely Withdrawal. PARSAC shall retain all remaining equity and

the ex-Member Entity is obligated to pay any future assessments should the total equity be insufficient.

ARTICLE XXVI TERMINATION OF AGREEMENT AND DISTRIBUTION OF ASSETS

This Agreement shall continue in full force and effect until terminated. Termination of this Agreement shall also constitute the termination of all Programs. This Agreement may be terminated at any time by the vote of three-fourths of the Member Entities; provided, however, that this Agreement and PARSAC shall continue to exist for the purpose of disposing of all claims, the distribution of assets, and any other functions necessary to wind up the affairs of PARSAC.

Upon termination of this Agreement, all assets of each Program of PARSAC shall be distributed among the Member Entities [and ex-Member Entities which previously timely withdrew or were expelled] which participated in such Programs, in accordance with the retrospective premium adjustment process in effect during the term of this Agreement. Such distributions shall be determined within six [6] months after the disposal of the last pending claim or other liability covered by each Program.

Following the termination of this Agreement, any Member Entity which was a participant in any Program of PARSAC shall pay any additional amount of premium, determined by the Board or its designee in accordance with a retrospective premium adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the Member Entity's period of participation.

The Board is vested with all powers of PARSAC for the purpose of concluding and

dissolving the business affairs of PARSAC. The Board may designate legal counsel and any committee or person to carry out a plan of dissolution adopted by the Board.

ARTICLE XXVII NOTICES

Notices to Member Entities under this Agreement or the Bylaws shall be sufficient if mailed to their respective addresses on file with PARSAC. Notices to PARSAC shall be sufficient if mailed to the address of the principal executive office of PARSAC, addressed to the General Manager.

ARTICLE XXVIII PROHIBITION AGAINST ASSIGNMENT

No Member Entity may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member Entity shall have any right, claim or title to any part, share, interest, fund, premium or asset of PARSAC.

ARTICLE XXIX AMENDMENTS

This Agreement may be amended by a two-thirds vote of the Board present and voting at any duly convened regular or special meeting; provided that, any such amendment has been submitted to the directors and the Member Entities at least thirty [30] days in advance of such meeting. Member Entities may, by resolution or ordinance, grant their director and alternate on the Board explicit authorization to approve and execute amendments to this Agreement on behalf of the Member Entity without the necessity of a resolution or ordinance of the legislative body of the

Member Entity confirming or ratifying such amendment. Any such amendment shall become effective immediately, unless otherwise stated therein.

**ARTICLE XXX
SEVERABILITY**

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

**ARTICLE XXXI
AGREEMENT COMPLETE**

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein, except as noted with respect to the Bylaws and Memoranda of Coverage. If any provision of this Agreement conflicts with a provision of the Bylaws, Memoranda of Coverage or other document, such conflicting provisions shall be interpreted to avoid any such conflict, but this Agreement shall govern.

**ARTICLE XXXII
EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but altogether shall constitute one and the same Agreement.

Public Agency Risk Sharing Authority of California ["PARSAC"]

Date:

By: _____

General Manager

Attest: _____

Deputy Secretary, PARSAC

Member Entity:

Date:

By: _____

Signature/Title

Attest: _____

City/Town Clerk

APPENDIX "A"
PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA
[PARSAC]

MEMBER ENTITIES

City of Alturas
City of Amador City
City of Avalon
City of Blue Lake
City of California City
City of Calimesa
City of Calistoga
City of Canyon Lake
City of Citrus Heights
City of Clearlake
City of Coalinga
City of Ferndale
City of Grass Valley
City of Highland
City of Menifee
City of Nevada City
City of Pacific Grove
City of Placentia
City of Placerville
City of Plymouth
City of Point Arena
City of Rancho Cucamonga
City of Rancho Santa Margarita
City of Rialto
City of San Juan Bautista
City of South Lake Tahoe
City of Tehama
City of Trinidad
Town of Truckee
City of Twentynine Palms
City of Watsonville
City of Wheatland
City of Wildomar
Town of Yountville
City of Yucaipa
Town of Yucca Valley

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AGENDA ITEM #1

SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES

1. Set Budget Study Session for Wednesday, May 25, 2011 at 7:00pm.

DISCUSSION/ACTION AGENDA ITEM # 1

Date: May 11, 2011

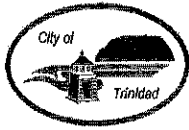
Item: Set Study Session for Presentation/Discussion of FY 2011-2012
Budget

Background:

Staff has begun the process of preparing the City's budget for the next fiscal year which begins July 1, 2011, and consideration of the final budget adoption will be scheduled for the Council's regular meeting on June 15, 2011. In order to provide the opportunity for council discussion, hear public input and give direction to staff, a special study session is recommended.

Staff Recommendation:

Set the budget study session for Wednesday, May 25, 2011 at 7:00 p.m.



AGENDA ITEM #2

SUPPORTING DOCUMENTATION FOLLOWS WITH: 0 PAGES

2. Presentation/Report from Marie Kelleher-Roy on invasive plant issues.



AGENDA ITEM #3

SUPPORTING DOCUMENTATION FOLLOWS WITH: 9 PAGES

3. Presentation/Report from Tony Smithers, Executive Director of Humboldt County Convention & Visitors Bureau on Tourism Business Improvement Districts.

DISCUSSION/ACTION AGENDA ITEM 3

Date: May 11, 2011

Item: TOURISM BUSINESS IMPROVEMENT DISTRICTS

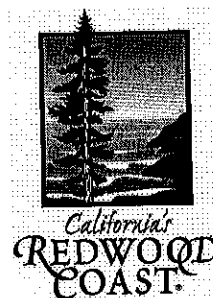
Background:

Tony Smithers, Executive Director of the Humboldt County Convention & Visitors Bureau, has requested the opportunity to brief the City Council about a Humboldt Tourism Business Improvement District

Staff Recommendation: Hear presentation

Attachments: Tourism Business Improvement Districts
Frequently Asked Questions

Tourism Business Improvement Districts
Report by Tony Smithers, July 29, 2009



Tourism Business Improvement Districts Frequently Asked Questions

What is a TBID?

Tourism Business Improvement Districts are a self-assessment by the lodging industry for the purposes of promoting the destination and increasing their business. The concept in California goes back to the 1965 Parking and Business Improvement Area Law; the 1989 amendment added promotion of tourism to the possible purposes of a BID. The assessment (either a percentage or a fixed dollar amount) is added to the hotel bill and submitted to the tax collector who forwards it to the district or its designated marketing organization. Unlike other kinds of districts and assessments, the cost for a TBID is passed along to hotel guests, and apart from some extra bookkeeping has no financial impact on the assessed businesses. What it does do is create a new source of funding to increase tourism and benefit the entire lodging industry.

Why do we need to form a TBID? Shouldn't the TOT pay for tourism promotion?

For the past 30 years our countywide tourism marketing program has been 80 percent funded by local governments who use general fund monies generated by the transient occupancy tax (TOT). Unfortunately, this source of funding has not kept pace with the growth of our tourism industry and cannot be relied upon. Facing huge budget deficits, the County and the cities are making cuts wherever they can, and of course marketing programs are an easy target. Even as destination marketing becomes more competitive and our neighbors have increased their budgets with TBIDs, Humboldt County's marketing budget has decreased. While we will always lobby vigorously for government to invest TOT in tourism promotion, we need another funding source if we are to remain competitive.

Who decides whether the TBID gets formed?

The lodging industry. The process begins with a petition in each jurisdiction, in which the hotels, motels, B&Bs and vacation rentals asks their city council (or board of supervisors) to form a tourism business improvement district. After a specified number of hearings and public meetings, a ballot is mailed to all businesses that collect TOT. The vote is weighted according to how much TOT the property collects, so bigger properties carry more weight than smaller ones. If a "no" vote representing 51 percent or more of the TOT is not received by the deadline, the district is approved.

Do I have a choice whether to participate or not?

If the district is approved as described above, then every property that collects TOT is subject to the assessment and, at the agreed upon time, will need to start collecting it from their customers. Some districts in California have exempted smaller properties, but the general consensus is that everyone benefits so everyone should participate. The key is to organize the district in such a way that all sizes and types of properties, in all locations, will benefit from the new and expanded marketing activities made possible by the TBID.

Who would I send the assessment money to?

We are looking at a countywide TBID model that would combine all jurisdictions into a single district. The lead agency will be the County of Humboldt, and the lodging industry petition in each city will ask for the city council's consent for the County to have jurisdiction over them for the purposes of the TBID. Therefore, the assessment would be sent to the Humboldt County Tax Collector.

How long will the TBID be in effect?

Tourism Business Improvement Districts can be established for one year or five years under the 1989 Parking and Business Improvement Area law and its amendments. Most districts we have spoken with prefer five years to avoid the annual effort and expense of renewal, but the shorter period could be considered if the lodging industry is uncertain about forming a TBID and would like to give it a one-year trial. If after a year the district does not meet their needs or has unforeseen negative consequences, the lodging industry can simply not renew it.

Won't my guests complain if another tax is added to their bill?

According to the districts we have surveyed this has not been a significant issue, but it's certainly a concern that should be addressed with additional research. It helps that TBIDs are becoming the rule in California (there are over 40 of them) and so travelers are accustomed to the surcharge on their bill. It also helps that Humboldt's TOT rate is 10 percent or less, and that our room rates are among the lowest in California. Even with a two percent assessment we would be lower than the average surcharge on California hotel bills.

If we form a TBID, won't we lose our TOT funding?

There is a distinct possibility that the erosion of TOT funding for tourism promotion (which is already happening) may accelerate with the formation of a Tourism Business Improvement District. This occurred in 45 percent of the destinations we surveyed, but in most cases was an expected event that was negotiated with local governments during TBID formation. (For example, in San Francisco the TOT funds were taken away from the visitors bureau and dedicated to the Moscone Center, which also benefits the hotels.) Bottom line: in every case we know of the tourism promotion budget grew significantly after formation of the TBID.

Who decides how the assessment money is spent?

The lodging industry. The district formation process includes details for a TBID advisory board appointed from assessed businesses. In our proposed combined district, there would be representatives from each jurisdiction, each geographic area of the county, etc. This board would meet to make decisions and approve expenditures relative to the TBID's purpose, ie, the marketing of Humboldt County for the benefit of the lodging industry. To satisfy concerns about fairness and equal representation, details about the advisory board makeup, board governance and even spending priorities can be memorialized in district bylaws and ordinances.

What would the Visitor Bureau's role be in a TBID?

The HCCVB would be the designated management organization for the Humboldt Tourism Improvement District. In California, TBIDs are required to have a nonprofit management entity to receive funds and implement the district's mission. HCCVB will prepare marketing plans and budgets, organize and promote meetings of the advisory board, and carry out the marketing plan under the board's direction. The bureau will continue to collect funds from other sources that will provide leverage for the assessment funds. There would be one small change with regard to bureau membership—all assessed businesses would automatically be bureau members and annual dues would be waived. The bureau would work hand-in-glove with the district and there would certainly be lodging operators who sit on both boards to assure harmony of purpose.

Tourism Business Improvement Districts

Report by Tony Smithers, Humboldt County CVB, July 29, 2009

At the April, 2009 HCCVB board meeting, I gave a brief presentation about Tourism Business Improvement Districts (TBIDs) based on a slideshow by Community Partners and John Lambeth, primary author of the California BID legislation. TBIDs were presented as an alternative funding source for tourism promotion of a destination.

At that time, the board directed me to conduct further research into Tourism Business Improvement Districts and to come back to them at the next board meeting with more detailed information including any downsides to forming a TBID. The board also appointed a committee of board members Rowley, Ambrosini and Macdonald with whom I have shared most of my research findings and have had several discussions about TBIDs. I'm sure these board members will have their own suggestions and observations to add to my report.

My research approach consisted of three main sources:

- 1) Bureau files, records and correspondence compiled by Don Leonard when he addressed this issue five or six years ago, working closely with John Porter of the Benbow Inn.
- 2) Internet research, which yielded many news articles about destinations in various stages of the TBID formation process, as well as useful documents such as TBID ordinances, official notices, etc.
- 3) Direct interviews with tourism professionals who have TBID experience, including:
 - Bob Warren, director of the Redding CVB
 - Scott Schneider, director of Visit Mendocino
 - John Poimiroo, former chief of the CTTC and a top tourism consultant
 - Lynn Mohrfeld, current president of the California Hotel & Lodging Association

WHAT IS A TBID?

I'd like to begin with a brief recap of what TBIDs are, how they are formed and how they work.

- TBIDs are a self-assessment by the lodging industry for the purposes of promoting the destination and increasing their business.
- The concept in California goes back to the 1965 Parking and Business Improvement Area Law; the 1989 amendment added promotion of tourism to the possible purposes of a BID
- "To fund pre-determined business-related activities and improvements that benefit the participating businesses"

- The district is initiated by petition from those who will pay (hotels) to local government, which will then approve a resolution of intention. The resolution and the BID proposal are then sent to all affected businesses.
- After two public hearings, the council/board may approve the BID by ordinance if written protests have not been received by businesses representing more than 50% of the assessments to be collected.
- A TBID advisory board, with balanced representation of affected businesses, is appointed to govern how the funds are spent. The marketing plan is implemented by a non-profit, private sector management organization (a convention & visitors bureau).
- The TBID exists for a set term (one year or five years) and then must be renewed by a new petition and approval process by the affected businesses.
- The assessment is based on overnight stays (percentage of bill or a set amount per room night) and collected from the visitors. It is submitted to the county or city along with the TOT, just using a different form. The county/city then forwards it to the TBID and/or its designated management organization less a small administrative fee.

WHY FORM A TBID?

In presenting an analysis of a potential TBID for Humboldt County, the first question to address is why form one? If we can assume general agreement on the need for a professional destination marketing effort, we also accept the need to fund this effort. Following are some reasons why a TBID could be a suitable source for these funds:

1. The transient occupancy tax (TOT) is no longer a certain source. While TOT collections have grown steadily and the HCCVB can absolutely take credit for a good share of this growth, government contributions to the bureau have not grown apace, and in some cases have dwindled to nothing or almost nothing. Even percentage-based contracts have been reduced with special reduction requests as local governments make across-the-board cuts to balance their budgets. In the current economic climate, the competition for the general fund TOT revenues will only increase and we will never succeed by saying promotion is more important than police and fire protection. Our industry must never let government off the hook for reinvesting some TOT back into the system that generated it, but a realistic approach says we should not rely solely on TOT for tourism funding.

2. A stable form of tourism funding would allow for better planning and better overall marketing of our destination. While HCCVB has tried to take the long view we really don't engage in destination planning to position ourselves for changing markets. In addition a great deal of time and energy, of both staff and committee members, goes into the annual ordeal of begging for support from local government. These resources could be better spent elsewhere—like on marketing projects!

3. Formation of a TBID has the potential of leveling the playing field among cities that currently are disproportionate in their support of tourism marketing.

4. Current funding levels for tourism marketing are inadequate. At the risk of being accused of empire-building, I think HCCVB and our marketing impact needs to grow for a variety of reasons:

- We have low penetration in our core markets. Annual occupancy is around 63 percent—we have lots of room for growth.
- We do not actively pursue markets such as group travel and meetings
- We do not generate sufficient promotional programs and special marketing initiatives
- We would like to develop a Sports Commission
- We need to maintain a technological edge
- We need to invest in hospitality training
- New Humboldt room inventory (about 200 rooms, +6 percent) will lower average occupancy without more marketing
- Increased competition from TBID funded competitors (Redding, Mendocino, Sonoma) will steal marketshare unless we bolster our efforts.

All of these factors suggest it would be prudent to seek additional sources of funding. Among the potential sources of tourism funding are:

- TOT
- Membership dues
- Advertising and partnership revenues: "Pay to Play"
- Cooperative advertising and marketing programs
- Sales commissions (room reservations, ticket sales)
- Grants
- Industry assessments (BIDs)

Each of these sources should be studied and it may well be that we can increase revenues in several of these areas. But apart from TOT, about which I have already expressed doubts, only TBIDs have the potential to generate truly significant revenues on the order needed to fund a competitive destination marketing program.

TBIDs IN CALIFORNIA

Tourism Business Improvement Districts are well established in California

- Sonoma County
- Mendocino County
- San Francisco
- Sacramento
- San Diego
- San Luis Obispo County
- Los Angeles
- and a few dozen more (there are over 200 BIDs in California, not just TBIDs)

- One-city jurisdiction TBIDs are the most common
- Multiple jurisdiction TBIDs do exist, but they appear to multiply the political issues dormant in every destination. Us versus them, the “go it alone” attitude and in general the lack of a common vision and purpose within a destination.
- Most TBID assessments are based on one or two percent of lodging revenues. Some are fixed at one dollar, one-fifty or two dollars per room night.
- Smaller properties are frequently left out of the TBID assessment.
- No source in my research, online, written or interview, indicated that the assessment on the hotel bill was ever an issue or even noticed by visitors. It is more or less expected these days. In some destinations the total of bed tax, BID, resort fees etc. can be 14, 15 or 16 percent. Keeping down to 12 percent seems perfectly safe and a non-issue.

RED FLAGS AND DOWNSIDES

For all that TBIDs seem to work for many destinations, my research uncovered several potential problems and issues, as well as some strategies for addressing them:

1) Loss of TOT—the greatest fear upon establishment of a TBID is that government support will be pulled away as soon as industry supports the destination marketing. This has definitely happened in at least one place I’m aware of (Carlsbad), and is something we need to consider relative to the City of Eureka and County of Humboldt (in the other jurisdictions we really have nothing to lose). I feel that if the process is approached in a spirit of partnership, with the understanding that more industry investment will increase TOT revenues for government, then this potential problem can be managed. After so many years of support, we certainly owe the City of Eureka any relief we can generate for their general fund, while expecting that some of the bed tax will always be reinvested. There are three interesting models I found for how this balance may be achieved to the satisfaction of all parties:

Matching funds. In Mendocino County, the county matches BID generated funds 50 cents on the dollar. If the bed tax is 10 percent and the BID is one percent (as I believe it is), then this corresponds to five percent of TOT, and while this is too low it moves in the right direction. A dollar for dollar match seems reasonable for the public-private partnership.

Shifting support. Several TBIDs I found have more than just actual marketing costs in their portfolio, supporting visitor services, local events and other tourism related activities. Carlsbad actually reserves 5 percent of funding for competitive grants for projects that promote overnight stays. A TBID could assume support for visitor centers (chambers of commerce), museums (as in Oakland), the zoo, etc., and in exchange broker a commitment for matching funds from local governments, which would then be relieved from having to support these entities from the general fund (and from the politics attached to this annual support).

Lowering TOT. In Redding they are considering lowering the TOT rate and relieving the city of any responsibility to support tourism marketing. The lower TOT rate will be replaced by a higher BID assessment, meaning that the charge on the hotel bill will be the same, but that the lodging industry will be in total control over the funds and will never have to go begging to the city again.

2) **Loss of Control Over Destination Marketing**—The TBID advisory board has first and final say over disposition of funds, provided the use meets the stated purpose. The HCCVB will be named the private non-profit managing organization, but the TBID board is not the HCCVB board. Even though our priorities should be the same, we will have to satisfy them first and foremost. I feel it will be very important to have industry leaders who serve on both boards to represent the needs of both organizations and to guide us through potential conflicts. As Mr. Mohrfeld put it, the boards should be intertwined.

3) **Embroidment in Politics**—Forming a TBID is a highly political process, particularly if we attempt to create a multi-jurisdictional one. It just can't be avoided. But there are a few key considerations which could keep politics to a minimum.

HCCVB Stature and Reputation. Forming a TBID will be a referendum on HCCVB's popularity, pure and simple. There are places where we currently would get shot full of holes if we raised the issue. Before we do anything, we have to build bridges and mend fences.

A Vision for Humboldt County Tourism. A TBID will be more successful if it is seen as a way to achieve a shared vision of what our destination can become and what level of success our industry can realize. We have carried the torch for a countywide effort that lifts all boats, but some seem to have lost faith in this concept.

An Exciting Marketing Plan. TBIDs and their CVBs have lost support when they focus exclusively on hard-to-define objectives like "Branding" and "Top of Mind Awareness." We need a new, dynamite marketing plan full of cutting-edge strategy and measureable, results-oriented specific actions. One that details all the new things we will do and unmet needs and opportunities that can now be addressed. Mr. Poimiroo said that the main question that stakeholders have is "What will you do with the money?" and what they're really asking is "How will it benefit me?"

Leadership of the Lodging Industry. It is almost unbelievable that there is no Humboldt Lodging Association (if there was they might have lobbied better than us for TOT funds). To form a TBID we will need to activate our lodging partners beyond our hard-working board members. Since TBIDs are initiated by a petition of the affected businesses, they are the voices that really matter even in places where HCCVB stock is low. Perhaps we could think about a Lodging Caucus of the HCCVB? A concerted effort to reach out to lodging owners and managers, hear their concerns and integrate them more into the HCCVB culture is called for.

Seek Professional Help. All TBIDs are complex and ours may be doubly so. I would absolutely recommend hiring experienced consultants to lead us through this process, helping us avoid the land mines and pitfalls, and serving to diffuse the political issues by being the objective "guy from out of town with a briefcase." The acknowledged gurus in this arena are the aforementioned John Lambeth, who through his company Civitas has guided many destinations down this path, as well as John Poimiroo, who has a lot of TBID experience as well as special ties to Humboldt County. The consulting costs could be in the range of \$30,000 to \$40,000, and would be money well spent. I would suggest that this is just the kind of use for which our contingency reserves are intended.

CONCLUSIONS

- 1) For many destinations, TBIDs work. They have significantly increased funds available for tourism marketing, have put the decision making squarely into the hands of the lodging industry and have proven their effectiveness as evidenced by their easily being renewed. The Destination Marketing Organization (CVB) has been freed from the uncertainties of government support for its base funding and can make plans on the expectation of long-term revenues.
- 2) We are not ready to openly advocate for formation of a TBID in all jurisdictions. We first need to strengthen relationships with the Arcata and Fortuna business communities, and to build active involvement of all lodging owners and managers.
- 3) We could adopt a phased in approach by just forming a TBID in the county unincorporated areas, then adding other jurisdictions in subsequent years. However, we will have to address the expectation of assessed businesses that they will be getting their money's worth and not supporting communities and business that do not contribute to the joint marketing pool.
- 4) I have avoided playing "What If?" scenarios with potential numbers because there are too many unknown variables and it would distract from consideration of the basic issues and strategies. Suffice to say that all other destinations who have implemented TBIDs have seen it become their main source of funding. Room sales in Humboldt County are over \$50 million--you do the math.



AGENDA ITEM #4

SUPPORTING DOCUMENTATION FOLLOWS WITH: 4 PAGES

4. Direct staff to prepare an ordinance allowing two people from outside of the City limits to serve on the Planning Commission.

TRINIDAD CITY HALL
P.O. Box 390
409 Trinity Street
Trinidad, CA 95570
(707) 677-0223

Chi-Wei Lin, Mayor
Gabriel Adams, City Clerk



ORDINANCE NO. 2007-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRINIDAD
AMENDING SECTION 2.20.090 OF THE TRINIDAD MUNICIPAL CODE, RELATING TO
THE QUALIFICATIONS OF PLANNING COMMISSION MEMBERS

The City Council of the City of Trinidad does hereby ordain as follows:

Section 1: Section 2.20.090 of the Trinidad Municipal Code is hereby amended to read as follows:

2.20.090: Qualifications of Planning Commission Members

Except as provided hereinafter, no person may serve on the Trinidad Planning Commission unless, at the time of appointment to office, and at all times thereafter during the term of the appointment, that person is a resident of the City Limits of the City of Trinidad.

However, the City Council may appoint not more than one (1) member who need not be a resident of the City of Trinidad, but reside within the Greater Trinidad Area as conceptually defined as an area in Humboldt County north of Little River and south of Big Lagoon as described by the map (attachment A).

Section 2: This ordinance shall become effective thirty (30) days after its passage.

PASSED, APPROVED, AND ADOPTED on this 14th day of February, 2007, by the following vote:

Ayes:	Miller, Binnie, Lin, Bhardwaj
Noes:	Heyenga
Absent:	None
Abstain:	None

Attest:

Gabriel Adams
Trinidad City Clerk

Chi-Wei Lin
Mayor

First Reading: Wednesday, February 14, 2007

Second Reading: Wednesday, March 14, 2007

AGENDA ITEM REQUEST

COUNCILMEMBER/PROPONENT: Kathy Bhardwaj

MEETING DATE: May 2011

TITLE: Proposals to Fill the Planning Commission Vacancy

BRIEF DESCRIPTION OF ITEM: The Planning Commission, a five member board, currently has four members. Attempts to recruit a fifth member from inside the City have been unsuccessful. Possible responses are discussed. It is recommended that the City accept an applicant from outside the City limits.

BACKGROUND

Description of the Problem:

In the last two years, the Planning Commission has experienced rapid turnover of members, and has frequently been at less than full strength.

Work on the General Plan Update has been delayed.

Meetings have been delayed or cancelled, costing money and inconveniencing the public. For example, at the June 2010 meeting, a commissioner recused herself due to proximity to a project, leaving less than a quorum remaining to hear the application. Applicants, their paid consultants, members of the public, and planning staff who attended the meeting were unable to proceed with the meeting.

The Commissioners make decisions with a reduced membership. This affects the Commission in several ways.

- Only three or four, not five, members enter into discussion with one another and contribute ideas. This impacts the creativity and quality of decision-making.
- Decisions made by a reduced number of Commissioners may have less credibility in the eyes of the public.
- Finally, when there are only four members, a tie vote may occur.

History:

Prior to the last election in November 2008, the Commission was a stable, experienced group that worked well together. The Commission met

regularly, decided on numerous project applications, and also began work on the General Plan Update.

Since late 2008, there was frequent turnover in Commission membership. During that period seven Commissioners left due to a variety of circumstances.

Several times during this period, the Commission was at reduced membership. For example, during summer 2010 the Commission was at three members. From approximately October 2010 to January 2011, the Commission had only two members and could not meet at all.

Our newest Commissioners, Gale Becker and Chuck Vanderpool, join Richard Johnson and Jennifer Fraser to raise the strength of the Commission to four.

The City has advertised for additional volunteers to serve on the Commission. Qualified applications have been received from the Greater Trinidad/Westhaven/Patrick's Point area. At least one of these applications was received from a person with a degree in Urban Planning. No applications have been received from within city limits.

Possible solutions:

1. Continue as we are, with the inherent disadvantages of a reduced membership.
2. Accept a second Commission member from outside the City limits. Pending confirmation from our City Attorney, this will require changing the ordinance, which presently limits outside-the-City representation on the Planning Commission to one member.
3. Accept a second Commission member from outside of the City, for a limited period, or limited responsibilities. For example for only one year, or only for General Plan update work. Like #1, this has obvious disadvantages as it does not provide an experienced, long-term member to participate fully in the Commission.

Recommended Solution and Reasoning:

I suggest changing the ordinance to allow two members from outside city limits.

- There are qualified people ready to serve.

- Full membership will bring in additional points of view and better discussion, to assist in making good decisions.
- Commissioners often do work away from the meetings for the General Plan update; they will benefit from another person to share duties.
- Greater Trinidad/Westhaven/Patrick's Point residents also "use" the City and have an interest in its prosperity.

DRAFT MOTION:

I move we direct staff to write an ordinance allowing two people from outside of the City limits to serve on the Planning Commission, provided that there are not qualified applicants from within City limits.



AGENDA ITEM #5

SUPPORTING DOCUMENTATION FOLLOWS WITH: 5 PAGES

5. Consider creation of a Trinidad Head Study Group to assist in developing plans for the management of Trinidad Head.

AGENDA ITEM REQUEST

COUNCILMEMBER/PROPONENT: Kathy Bhardwaj

MEETING DATE: May 2011

TITLE: Trinidad Head Study Group

BRIEF DESCRIPTION OF ITEM:

A committee is recommended to assist in the management Of Trinidad Head. The committee should begin by compiling all regulations governing Trinidad Head (currently located in separate documents), and developing any needed management guidelines to harmonize with existing ordinances.

Additional tasks (subject to discussion by the group itself, and by the Council) could include the following:

- Discuss options for vegetation management
- Serve as an advisory group for future work done on the Head

BACKGROUND: Description of the Problem:

The City has experienced, and continues to experience, disagreements about how Trinidad Head should be managed.

Legal Issues

The regulations governing Trinidad Head are complex and are scattered among different documents. No one single document contains them all.

Several different agencies regulate the Head.

- Coast Guard: owns 12 acres of the Head. The City does not have jurisdiction in this area.
- The City of Trinidad: owns 47 acres, zoned Open Space, and subject to the General Plan, Local Coastal Plan and other relevant city ordinances.
- Bureau of Land Management: Gave the 47 acres on the Head to the City, "for recreation," in 1982. The transfer documents contain a development plan, various stipulations and a reversion clause¹.

¹ "On April 24, 1983, the BLM issued Land Patent No. 04-83-0056 to the City, conditionally granting ownership of the 46.94 acres of Trinidad Head for recreational purposes subject to the assurances and covenants contained within the approved

- Coastal Commission: Since the Head is in the coastal zone, it is subject to the Coastal Commission.
- Native American Concerns: The Head is a Native American sacred site, with attendant Tribal Consultation requirements and the need for a Monitor². There is also reference to an “archeological survey” in some documents.
- Other agencies: runoff from Trinidad Head enters the ASBS, and affects the City’s cleanup project there. Thus, activities on the Head could conceivably bring other regulatory agencies into play.

There are several agencies, and regulations exist in several documents.

Cell Tower and other Structures on the Head

The City-owned portion of the Head is an Open Space Zone, designated by the General Plan for low impact recreation, but a commercial (cell tower) establishment is located there. Scientific facilities (Scripps, NOAA, and the Coast Guard Antenna) are located on Coast Guard property.

The cell tower was built in 1997. The lease expires in 2017. Leaseholders often seek to modify, update or enlarge their facility with the evident intent of remaining in this spot, since it is ideal for their needs. The Coastal Commission, which is the top regulatory agency, wrote to the City on March 9, 2007 about the cell tower. Their staff said that the cell tower is legally vested because an appeal was not made when it was erected. However, the letter goes on to say that the cell tower was established in violation of the City’s own General Plan, and may not be expanded³. Thus, any further approvals by the City will likely be overruled on appeal.

Vegetation management

Our Public Works staff manages vegetation and trails on Trinidad Head, as a small part of their full range of responsibilities to the City.

development plan. The patent contained a reversion provision, evocable in the instance that the City were to be found in nonperformance of the terms of the development plan.” (Coastal Commission, November 2006)

² Axel Lindgren reports that artifacts were found on the Head a few years ago when the trail was widened.

³ To allow construction of a commercial facility in an Open Space Zone, the cellular facilities were deemed “accessory structures or uses” to a cable TV relay station that had been a discontinued use for two years and ten months.

Currently, staff prunes vigorously to maximize the time before another pruning job is needed. They don't appear to distinguish between different plant species in the trimming. Cut materials are left on the ground, on top of other vegetation, or sometimes thrown over the edge, which could increase erosion. The alternative would be for staff to hand-carry all cut materials down the approximately 1 mile long trail. In the past, staff has sometimes removed cuttings, but additional workers were needed to accomplish this task.

People do not agree about how to manage vegetation on the Head. Here are some of the viewpoints that have been expressed.

- Maintain the natural condition and integrity of the Head by making as little impact as possible.
- Provide the maximum possible view of the water; cut or top any plants that block a view of the water.
- Maintain a healthy ecosystem of native plants; remove invasive vegetation, and refrain from cutting native plants.
- Prune efficiently to save money; cut vegetation back severely when pruning, so that pruning is needed less often, and leave cut materials on site.
- Provide better care for the Head; Prune more selectively, more often, and carry out the cuttings.

It is obviously impossible for staff to do all of these things simultaneously. They deserve clear direction about how to maintain the Head.

There are also financial implications to our decisions about vegetation management, for example, if additional staff time is required. Financial considerations must be a part of this discussion.

Can we work together?

Public interest in the Head and concern about decisions made regarding its management is high. Decisions often evoke strong emotions, and many groups seek to have input into those decisions. Organized groups that have provided input into past decisions include (at a minimum) Friends of Trinidad Head, the Native Plant Society, the Tsurai Ancestral Society, the Yurok Tribe, the HSU Marine Lab, NOAA staff, the Coastal Commission, BLM, fishing advocates, and cellular companies.

Disagreements about management of the Head have sometimes escalated to the point where different groups are unable to communicate at all. Many disagreements would be resolved by a dispassionate examination of regulations. It would also help to consider options for management of the Head, and to set up a process to prevent further conflicts.

Council's responsibility to staff

City staff are the "front-line" people that interact with the public. Public Works makes choices, such as how vigorously to prune. Our City Clerk answers questions about permits and procedures for work on the Head. They are often criticized for their actions.

It is the Council's responsibility to sort through the complexities surrounding the Head, to develop a clear set of policies, and to communicate them to staff.

Avoiding future battles over the Head

Decisions about the Head are both legally complex and emotionally charged. The public ordinarily finds out about a project only a few days before a meeting, if at all. We could avoid future problems if, before *any* work happened on the Head, the study group reviewed the project and the relevant regulations, and the public had ample opportunity to comment.

Can we work with the Coastal Commission?

Finally, it should be noted that the Coastal Commission is corresponding with the City about how to manage the Head. If the City examines its process and provides a second level of security to assure legally compliant decisions, it will help allay the Commission's concerns.

POSSIBLE SOLUTIONS:

I recommend a small group, consisting of a City Council member, Planning Commission member, and three members of the public, to do the following:

First, compile into one document all of the regulations that govern Trinidad Head, and to present this information to Staff, Public and Council.

Second, recommend guidelines that harmonize with existing ordinances, and that address any unclear areas about how the Head is managed. Here are two such areas:

- What work, if any, is considered routine, to be done without permits and notification to anyone?

- Who should be notified before non-routine work is done?

Third, consider additional tasks and make recommendations. Here are some possibilities.

1. Consider various strategies for vegetation management.
 - How should vegetation be cut (topped, pruned, carried off or left on site?)
 - Should native vs. non-native and/or invasive species be treated differently?
 - Should rare plants be documented in any way to keep them from being cut during routine maintenance?
 - Document financial/time constraints to management of the Head,
2. Consider possible resources or alternates to help maintain the Head. CCC? Citizen's group?
3. To prevent further mistakes and conflicts on the Head, this group could review ALL projects on the Head before work is started.
4. The group itself may make suggestions about further work.

DRAFT MOTION:

I move we establish a Committee (1 Council member, 1 Commission member, and three members of the public) to

1. Compile the regulations that already govern Trinidad Head
2. Develop a set of guidelines that harmonize with existing ordinances.
3. Present them to Council, Commission, Staff and Public.
4. Consider what further scope of work is needed, including possibly a Management Plan, or a permanent group to evaluate proposed projects on the Head before work is started.



AGENDA ITEM #6

SUPPORTING DOCUMENTATION FOLLOWS WITH: 2 PAGES

6. Consider appointments to the Committee of the Council to Recognize Quality Community Design as discussed at the April 13, 2011 meeting.

Item: Establish a Committee of the Council with the task of recognizing quality community design.

Background: Trinidad has an active citizenry in countless ways. Residents care about their community and work to maintain attractive landscaping, housing, retail and community spaces.

It is easy to look at what is missing, what doesn't work and where the messes are. It is, therefore, important to recognize Good Work of a community. By doing so, we recognize the talents and efforts of our citizenry. This process would recognize work of citizens to enhance the visual appearance of the village and improve first impressions of visitors.

Trinidad's "Shared Community Vision Statement" emphasizes "Trinidad as a rural, coastal community nestled in the forest along the Pacific...is clean and well-maintained...there are small shops in a quaint rural business district."

Proposal:

A citizen's committee of five members, selected by the Council and chaired by the Planning Commission Chair, will meet to determine which residents, households and businesses best achieve high standards of design reflecting the values of the Village of Trinidad.

Categories for awards:

- Best Alley Design and Maintenance
- Best Retail Store and Landscaping Design
- Best Commercial Signage
- Best "Fishing Village" Exterior Remodel
- Best Secondary Unit Design
- Best Coastal and Native Plant Landscaping
- Best Energy Efficiency Remodel
- Best Vacation Dwelling Unit Design

Pool of possible awardees:

Locations within the City limits of Trinidad.

Process for selection:

There will be no official nomination process, although residents are encouraged to suggest candidates/addresses for consideration. Names and addresses of potential awardees may be submitted to the Design Award Committee for consideration.

Committee members will individually tour the City of Trinidad in order to consider all potential award candidates. Members will gather information and bring to the committee for consideration.

Awards will be made at a City Council Meeting within two months of appointment of the Award Committee. Awardees will be invited to attend. Ideally, the Award Committee will present digital images of award winners.

Qualities of Design and Trinidad Village Enhancement for the Committee to consider:

Community Enhancement:

- Enhances the sense of community pride
- Strengthens self-image and identity of Trinidad

Human Scale and Richness:

- Appeals to the intellect, emotions, senses and spirit
- Pleasing to the eye and mind

Environmental Sensitivity:

- Connects to its surroundings
- Improves the quality of the environment of which it is a part

Urban Greenscape:

- Protects and adds to native habitats, natural landforms, nature space, and connecting pathways

Sustainability:

- Addresses energy use as well as economic, social, cultural and ecological concerns
- Contributes to wise and responsible use of natural resources

Regional Character:

- Helps people understand the significance of this area including its natural and cultural history
- Retains and enhances nature views, natural aesthetics, sacred areas, and historic sites that define the Trinidad region

Resources: Trinidad's Draft General Plan, Vision Statement and City of Spokane's "15 Qualities of Good Design"